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Attorneys for Defendant  
Dish Network California Service Corp.

IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

ENTROPIC COMMUNICATIONS,  
LLC,

Plaintiff,

v.

DISH NETWORK CORPORATION;  
DISH NETWORK L.L.C.; DISH  
NETWORK SERVICE L.L.C.; AND  
DISH NETWORK CALIFORNIA  
SERVICE CORPORATION,

Defendants.

Case No. 2:23-cv-1043-JWH-KES

**DEFENDANT DISH NETWORK  
CALIFORNIA SERVICE CORP.'S  
ANSWER, AFFIRMATIVE  
DEFENSES AND COUNTERCLAIMS  
TO PLAINTIFF'S COMPLAINT**

**JURY TRIAL DEMANDED**

District Judge: Hon. John W. Holcomb  
Magistrate Judge: Hon. Karen E. Scott

Complaint Filed: 2/10/2023

DISH CALIFORNIA'S ANSWER, AFFIRMATIVE AND ADDITIONAL  
DEFENSES, AND COUNTERCLAIMS TO COMPLAINT

Case No. 2:23-cv-1043-JWH-KES

1 DISH NETWORK CALIFORNIA  
2 SERVICE CORPORATION,

3 Counter-Claimant,

4 v.

5 ENTROPIC COMMUNICATIONS,  
6 LLC; MAXLINEAR, INC.; AND  
7 MAXLINEAR COMMUNICATIONS  
8 LLC,

9 Counter-Defendants.

1 Defendant Dish Network California Service Corp. (“Defendant” or “Dish  
2 California”) by and through its attorneys, files its Answer, Affirmative and Additional  
3 Defenses, and Counterclaims to Plaintiff Entropic Communications, LLC’s  
4 (“Plaintiff” and “Entropic”) Complaint for Patent Infringement.

5 **ANSWER**

6 Dish California responds to the allegations contained in the numbered  
7 paragraphs of Entropic’s Complaint below. Dish California denies all allegations and  
8 characterizations in Entropic’s Complaint unless expressly admitted in the following  
9 paragraphs.

10 1. Dish California lacks knowledge or information sufficient to form a  
11 belief as to the truth of the allegations in Paragraph 1 of the Complaint, and therefore  
12 denies them.

13 2. Dish California lacks knowledge or information sufficient to form a  
14 belief as to the truth of the allegations in Paragraph 2 of the Complaint, and therefore  
15 denies them.

16 3. Dish California lacks knowledge or information sufficient to form a  
17 belief as to the truth of the allegations in Paragraph 3 of the Complaint, and therefore  
18 denies them.

19 4. Dish California denies that it takes advantage of MoCA without paying  
20 appropriate licensing fees for the technology. Dish California lacks knowledge or  
21 information sufficient to form a belief as to the truth of the remainder of the  
22 allegations in Paragraph 4 of the Complaint, and therefore denies them.

23 5. The allegations of paragraph 5 contain legal conclusions to which no  
24 response is required. If a response is required, Dish California admits that Entropic  
25 purports to assert patent infringement claims against Dish California involving U.S.  
26 Patent Nos. 7,295,518 (the “’518 Patent”), 7,594,249 (the “’249 Patent”); U.S. Patent  
27 Nos. 7,889,759 (the “’759 Patent”), 8,085,802 (the “’802 Patent”); U.S. Patent  
28 Nos. 9,838,213 (the “’213 Patent”), 10,432,422 (the “’422 Patent”); U.S. Patent

Nos. 8,631,450 (the “450 Patent”), 8,621,539 (the “539 Patent”); U.S. Patent No. 8,320,566 (the “0,566 Patent”); U.S. Patent No. 10,257,566 (the “7,566 Patent”); U.S. Patent No. 8,228,910 (the “910 Patent”); U.S. Patent No. 8,363,681 (the “681 Patent”) (collectively all of the patents are referred to herein as the “Patents-in-Suit” or “Asserted Patents”). Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations regarding whether the patents incorporate various elements of technology set forth in the specifications of the Multimedia over Coax Alliance standards (which Entropic refers to as the “MoCA standards”), and therefore denies them.<sup>1</sup> Dish California denies all remaining allegations of paragraph 5.

### **PARTIES**

6. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6, and therefore denies them.

7. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7, and therefore denies them.

8. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8, and therefore denies them.

9. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9, and therefore denies them.

10. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10, and therefore denies them.

11. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11, and therefore denies them.

12. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12, and therefore denies them.

13. Dish California admits the allegations of paragraph 13.

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<sup>1</sup> Each version of the MoCA standards is referred to herein as “MoCA 1.0,” “MoCA 1.1,” and/or “MoCA 2.0.”

1 14. Dish California admits the allegations of paragraph 14.

2 15. Dish California admits that for Dish California, jurisdiction and venue is  
3 proper in this District. For the remaining parties and allegations in paragraph 15, Dish  
4 California lacks knowledge or information sufficient to form a belief as to the truth  
5 of the allegations contained in paragraph 15 and therefore denies them.

6 **PRESUIT DISCUSSIONS**

7 16. Dish California lacks knowledge or information sufficient to form a  
8 belief as to the truth of the allegations in paragraph 16, and therefore denies them.

9 **ENTROPIC'S LEGACY AS AN INNOVATOR**

10 17. Dish California denies that Entropic Communications, Inc. is the  
11 predecessor-in-interest to Entropic. Dish California lacks knowledge or information  
12 sufficient to form a belief as to the truth of the remaining allegations in paragraph 17,  
13 and therefore denies them.

14 18. Dish California lacks knowledge or information sufficient to form a  
15 belief as to the truth of the allegations in paragraph 18, and therefore denies them.

16 19. Dish California lacks knowledge or information sufficient to form a  
17 belief as to the truth of the allegations in paragraph 19, and therefore denies them.

18 20. Dish California denies that Entropic Inc. pioneered innovative  
19 networking technologies. Dish California lacks knowledge or information sufficient  
20 to form a belief as to the truth of the remaining allegations in paragraph 20, and  
21 therefore denies them.

22 21. Dish California lacks knowledge or information sufficient to form a  
23 belief as to the truth of the allegations in paragraph 21, and therefore denies them.

24 22. Dish California lacks knowledge or information sufficient to form a  
25 belief as to the truth of the allegations in paragraph 22, and therefore denies them.

26 **MOCA® AND THE MOCA® STANDARDS**

27 23. Dish California lacks knowledge or information sufficient to form a  
28 belief as to the truth of the allegations in paragraph 23, and therefore denies them.

1       24.       Dish California lacks knowledge or information sufficient to form a  
2 belief as to the truth of the allegations in paragraph 24, and therefore denies them.

3       25.       Dish California lacks knowledge or information sufficient to form a  
4 belief as to the truth of the allegations in paragraph 25, and therefore denies them.

5       26.       Dish California lacks knowledge or information sufficient to form a  
6 belief as to the truth of the allegations in paragraph 26, and therefore denies them.

7       27.       Dish California lacks knowledge or information sufficient to form a  
8 belief as to the truth of the allegations in paragraph 27, and therefore denies them.

9       28.       Dish California lacks knowledge or information sufficient to form a  
10 belief as to the truth of the allegations in paragraph 28, and therefore denies them.

11       29.       Dish California lacks knowledge or information sufficient to form a  
12 belief as to the truth of the allegations in paragraph 29, and therefore denies them.

13       30.       Dish California lacks knowledge or information sufficient to form a  
14 belief as to the truth of the allegations in paragraph 30, and therefore denies them.

15       31.       Dish California lacks knowledge or information sufficient to form a  
16 belief as to the truth of the allegations in paragraph 31, and therefore denies them.

17       32.       Dish California lacks knowledge or information sufficient to form a  
18 belief as to the truth of the allegations in paragraph 32, and therefore denies them.

19       33.       Dish California lacks knowledge or information sufficient to form a  
20 belief as to the truth of the allegations in paragraph 33, and therefore denies them.

21       34.       Dish California lacks knowledge or information sufficient to form a  
22 belief as to the truth of the allegations in paragraph 34, and therefore denies them.

23       35.       Dish California lacks knowledge or information sufficient to form a  
24 belief as to the truth of the allegations in paragraph 35, and therefore denies them.

25       36.       Dish California lacks knowledge or information sufficient to form a  
26 belief as to the truth of the allegations in paragraph 36, and therefore denies them.

27       37.       Dish California lacks knowledge or information sufficient to form a  
28 belief as to the truth of the allegations in paragraph 37, and therefore denies them.

**THE ACCUSED MOCA INSTRUMENTALITIES AND**  
**ACCUSED SERVICES**

38. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 38, and therefore denies them.

39. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39, and therefore denies them.

40. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40, and therefore denies them.

41. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 41, and therefore denies them.

42. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 42, and therefore denies them.

43. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 43, and therefore denies them.

44. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 44, and therefore denies them.

45. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 45, and therefore denies them.

46. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 46, and therefore denies them.

47. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 47, and therefore denies them.

48. Dish California states that the cited video speaks for itself. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 48, and therefore denies them.

49. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 49, and therefore denies them.



51. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 51, and therefore denies them.

52. Denied as to Dish California. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 52, and therefore denies them.

53. Denied as to Dish California. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 53, and therefore denies them.

54. Denied as to Dish California. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 54, and therefore denies them.

55. Denied as to Dish California. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 55, and therefore denies them.

56. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 56, and therefore denies them.

57. Denied as to Dish California. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 57, and therefore denies them.

## JURISDICTION AND VENUE

59. Dish California admits that it will not contest that venue is proper in this court for purposes of this action, and admits it has transacted business in this District. Dish California denies that it has committed any act of patent infringement allegedly



1 described in the Complaint. Dish California denies all remaining allegations  
2 contained in paragraph 59.

3 60. Dish California lacks knowledge or information sufficient to form a  
4 belief as to the truth of the allegations in paragraph 60, and therefore denies them.

5 61. Dish California lacks knowledge or information sufficient to form a  
6 belief as to the truth of the allegations in paragraph 61, and therefore denies them.

7 62. Dish California admits that it will not contest, for the purposes of this  
8 action, that Dish California is subject to personal jurisdiction in this Court. Dish  
9 California denies all remaining allegations contained in paragraph 62.

10 63. Dish California denies the allegations of paragraph 63.

11 64. Dish California lacks knowledge or information sufficient to form a  
12 belief as to the truth of the allegations in paragraph 64, and therefore denies them.

13 65. Dish California lacks knowledge or information sufficient to form a  
14 belief as to the truth of the allegations in paragraph 65, and therefore denies them.

15 66. Dish California admits that it provides certain services to customers in  
16 this District. As to the remaining allegations in paragraph 66, Dish California lacks  
17 knowledge or information sufficient to form a belief as to the truth of the allegations,  
18 and therefore denies them.

19 67. Dish California admits it has facilities at 3226 W. 131st St., Hawthorne,  
20 California, 90250; 4223 Fairgrounds Street, Riverside, California 92501; and 2602  
21 South Halladay Street, Santa Ana, California. Dish California denies that any  
22 activities at these facilities are relevant to the issues in dispute in this case. Dish  
23 California denies it has a facility at 1500 Potrero Avenue, South El Monte, California,  
24 91733. As to the remaining allegations in paragraph 67, Dish California lacks  
25 knowledge or information sufficient to form a belief as to the truth of the allegations,  
26 and therefore denies them.

27 68. Dish California lacks knowledge or information sufficient to form a  
28 belief as to the truth of the allegations in paragraph 68, and therefore denies them.

69. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 69, and therefore denies them.

70. Dish California denies the allegations of paragraph 70.

71. Dish California admits it conducts business in this District. To the extent paragraph 71 contains additional allegations, Dish California denies them.

## **COUNT I**

### **([Alleged] Infringement of the '518 Patent)**

72. Dish California incorporates by reference its responses to paragraphs 1 through 71 of the Complaint as though fully restated herein.

73. Dish California admits that the cover of the '518 Patent reflects an issue date of November 13, 2007, an application date of December 18, 2002, an application filed August 29, 2002, and, *inter alia*, a provisional application filed August 30, 2001. Dish California denies any remaining allegations of paragraph 73.

74. To the extent paragraph 74 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 74 of the Complaint.

75. Paragraph 75 characterizes the subject matter of the '518 Patent and contains legal conclusions to which no response is required. If a response is required, Dish California states that the '518 Patent speaks for itself. Dish California denies all allegations that Dish California implements the features of the '518 Patent. Dish California denies any remaining allegations and characterizations of paragraph 75.

76. To the extent paragraph 76 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 76 of the Complaint.

77. To the extent paragraph 77 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 77 of  
2 the Complaint.

3 78. To the extent paragraph 78 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 78 of  
6 the Complaint.

7 79. Dish California denies the allegations of paragraph 79.

8 80. To the extent paragraph 80 of the Complaint implicates legal  
9 conclusions, no response is required. To the extent that a response is required, Dish  
10 California denies the allegations and characterizations contained in paragraph 80 of  
11 the Complaint.

12 81. To the extent paragraph 81 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 California denies the allegations and characterizations contained in paragraph 81 of  
15 the Complaint.

16 82. To the extent paragraph 82 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 California denies the allegations and characterizations contained in paragraph 82 of  
19 the Complaint.

20 83. Dish California denies the allegations of paragraph 83.

21 84. Dish California lacks knowledge or information sufficient to form a  
22 belief as to the truth of the allegations in paragraph 84, and therefore denies them.

23 85. To the extent paragraph 85 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 California denies the allegations and characterizations contained in paragraph 85 of  
26 the Complaint.

27 86. To the extent paragraph 86 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 86 of  
2 the Complaint.

3 87. To the extent paragraph 87 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 87 of  
6 the Complaint.

7 88. Dish California admits that “7295518” appears in Exhibit A to a  
8 March 9, 2022 communication from Entropic. To the extent paragraph 88 of the  
9 Complaint implicates legal conclusions, no response is required. To the extent that a  
10 response is required, Dish California denies the allegations and characterizations  
11 contained in paragraph 88 of the Complaint.

12 89. To the extent paragraph 89 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 California denies the allegations and characterizations contained in paragraph 89 of  
15 the Complaint.

16 90. To the extent paragraph 90 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 California denies the allegations and characterizations contained in paragraph 90 of  
19 the Complaint.

20 91. Denied as to Dish California. Dish California lacks knowledge or  
21 information sufficient to form a belief as to the truth of the remaining allegations in  
22 paragraph 91, and therefore denies them.

23 92. To the extent paragraph 92 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 California denies the allegations and characterizations contained in paragraph 92 of  
26 the Complaint.

27 93. Dish California lacks knowledge or information sufficient to form a  
28 belief as to the truth of the allegations in paragraph 93, and therefore denies them.

1        94. To the extent paragraph 94 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 94 of  
4 the Complaint.

5        95. To the extent paragraph 95 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 95 of  
8 the Complaint.

9        96. To the extent paragraph 96 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 California denies the allegations and characterizations contained in paragraph 96 of  
12 the Complaint.

13       97. To the extent paragraph 97 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 California denies the allegations and characterizations contained in paragraph 97 of  
16 the Complaint.

17       98. To the extent paragraph 98 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 California denies the allegations and characterizations contained in paragraph 98 of  
20 the Complaint.

21       99. To the extent paragraph 99 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 California denies the allegations and characterizations contained in paragraph 99 of  
24 the Complaint.

25       100. To the extent paragraph 100 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 100 of  
28 the Complaint.

101. To the extent paragraph 101 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 101 of the Complaint.

102. To the extent paragraph 102 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 102 of the Complaint.

103. To the extent paragraph 103 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 103 of the Complaint.

104. To the extent paragraph 104 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 104 of the Complaint.

105. Paragraph 105 of the Complaint characterizes Entropic's belief and thus no response is required. To the extent paragraph 105 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 105 of the Complaint.

**COUNT II**

**([Alleged] Infringement of the '249 Patent)**

106. Dish California incorporates by reference its responses to paragraphs 1 through 105 of the Complaint as though fully restated herein.

107. Dish California admits that the cover of the '249 Patent reflects an issue date of September 22, 2009, an application date of July 21, 2001, and a provisional

1 application date of May 4, 2001. Dish California denies any remaining allegations of  
2 paragraph 107.

3 108. To the extent paragraph 108 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 108 of  
6 the Complaint.

7 109. Paragraph 109 characterizes the subject matter of the '249 Patent and  
8 contains legal conclusions to which no response is required. If a response is required,  
9 Dish California states that the '249 Patent speaks for itself. Dish California denies all  
10 allegations that Dish California implements the features of the '249 Patent. Dish  
11 California denies any remaining allegations and characterizations of paragraph 109.

12 110. To the extent paragraph 110 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 California denies the allegations and characterizations contained in paragraph 110 of  
15 the Complaint.

16 111. To the extent paragraph 111 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 California denies the allegations and characterizations contained in paragraph 111 of  
19 the Complaint.

20 112. To the extent paragraph 112 of the Complaint implicates legal  
21 conclusions, no response is required. To the extent that a response is required, Dish  
22 California denies the allegations and characterizations contained in paragraph 112 of  
23 the Complaint.

24 113. Dish California denies the allegations of paragraph 113.

25 114. To the extent paragraph 114 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 114 of  
28 the Complaint.



1 115. To the extent paragraph 115 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 115 of  
4 the Complaint.

5 116. To the extent paragraph 116 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 116 of  
8 the Complaint.

9 117. Dish California denies the allegations of paragraph 117.

10 118. Dish California lacks knowledge or information sufficient to form a  
11 belief as to the truth of the allegations in paragraph 118, and therefore denies them.

12 119. To the extent paragraph 119 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 California denies the allegations and characterizations contained in paragraph 119 of  
15 the Complaint.

16 120. To the extent paragraph 120 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 California denies the allegations and characterizations contained in paragraph 120 of  
19 the Complaint.

20 121. To the extent paragraph 121 of the Complaint implicates legal  
21 conclusions, no response is required. To the extent that a response is required, Dish  
22 California denies the allegations and characterizations contained in paragraph 121 of  
23 the Complaint.

24 122. Dish California admits that “7594249” appears in Exhibit A to a  
25 March 9, 2022 communication from Entropic. To the extent paragraph 122 of the  
26 Complaint implicates legal conclusions, no response is required. To the extent that a  
27 response is required, Dish California denies the allegations and characterizations  
28 contained in paragraph 122 of the Complaint.

1       123. To the extent paragraph 123 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 123 of  
4 the Complaint.

5       124. To the extent paragraph 124 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 124 of  
8 the Complaint.

9       125. Denied as to Dish California. Dish California lacks knowledge or  
10 information sufficient to form a belief as to the truth of the remaining allegations in  
11 paragraph 125, and therefore denies them.

12       126. To the extent paragraph 126 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 California denies the allegations and characterizations contained in paragraph 126 of  
15 the Complaint.

16       127. Dish California lacks knowledge or information sufficient to form a  
17 belief as to the truth of the allegations in paragraph 127, and therefore denies them.

18       128. To the extent paragraph 128 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 128 of  
21 the Complaint.

22       129. To the extent paragraph 129 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 California denies the allegations and characterizations contained in paragraph 129 of  
25 the Complaint.

26       130. To the extent paragraph 130 of the Complaint implicates legal  
27 conclusions, no response is required. To the extent that a response is required, Dish  
28

1 California denies the allegations and characterizations contained in paragraph 130 of  
2 the Complaint.

3 131. To the extent paragraph 131 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 131 of  
6 the Complaint.

7 132. To the extent paragraph 132 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 132 of  
10 the Complaint.

11 133. To the extent paragraph 133 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 133 of  
14 the Complaint.

15 134. To the extent paragraph 134 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 California denies the allegations and characterizations contained in paragraph 134 of  
18 the Complaint.

19 135. To the extent paragraph 135 of the Complaint implicates legal  
20 conclusions, no response is required. To the extent that a response is required, Dish  
21 California denies the allegations and characterizations contained in paragraph 135 of  
22 the Complaint.

23 136. To the extent paragraph 136 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 California denies the allegations and characterizations contained in paragraph 136 of  
26 the Complaint.

27 137. To the extent paragraph 137 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 137 of  
2 the Complaint.

3 138. To the extent paragraph 138 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 138 of  
6 the Complaint.

7 139. Paragraph 139 characterizes Entropic's belief and thus no response is  
8 required. To the extent paragraph 139 of the Complaint implicates legal conclusions,  
9 no response is required. To the extent that a response is required, Dish California  
10 denies the allegations and characterizations contained in paragraph 139 of the  
11 Complaint.

### 12 **COUNT III**

#### 13 **([Alleged] Infringement of the '759 Patent)**

14 140. Dish California incorporates by reference its responses to paragraphs 1  
15 through 139 of the Complaint as though fully restated herein.

16 141. Dish California admits that the cover of the '759 Patent reflects an issue  
17 date of February 15, 2011, an application date of July 12, 2004, an application filed  
18 August 29, 2002, and, *inter alia* a provisional application filed August 30, 2001. Dish  
19 California denies any remaining allegations of paragraph 141.

20 142. To the extent paragraph 142 of the Complaint implicates legal  
21 conclusions, no response is required. To the extent that a response is required, Dish  
22 California denies the allegations and characterizations contained in paragraph 142 of  
23 the Complaint.

24 143. Paragraph 143 characterizes the subject matter of the '759 Patent and  
25 contains legal conclusions to which no response is required. If a response is required,  
26 Dish California states that the '759 Patent speaks for itself. Dish California denies all  
27 allegations that Dish California implements the features of the '759 Patent. Dish  
28 California denies any remaining allegations and characterizations of paragraph 143.

1 144. To the extent paragraph 144 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 144 of  
4 the Complaint.

5 145. To the extent paragraph 145 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 145 of  
8 the Complaint.

9 146. To the extent paragraph 146 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 California denies the allegations and characterizations contained in paragraph 146 of  
12 the Complaint.

13 147. Dish California denies the allegations of paragraph 147.

14 148. To the extent paragraph 148 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 148 of  
17 the Complaint.

18 149. To the extent paragraph 149 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 149 of  
21 the Complaint.

22 150. To the extent paragraph 150 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 California denies the allegations and characterizations contained in paragraph 150 of  
25 the Complaint.

26 151. Dish California denies the allegations of paragraph 151.

27 152. Dish California lacks knowledge or information sufficient to form a  
28 belief as to the truth of the allegations in paragraph 152, and therefore denies them.

1        153. To the extent paragraph 153 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 153 of  
4 the Complaint.

5        154. To the extent paragraph 154 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 154 of  
8 the Complaint.

9        155. To the extent paragraph 155 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 California denies the allegations and characterizations contained in paragraph 155 of  
12 the Complaint.

13        156. Dish California admits that “7889759” appears in Exhibit A to a  
14 March 9, 2022 communication from Entropic. To the extent paragraph 156 of the  
15 Complaint implicates legal conclusions, no response is required. To the extent that a  
16 response is required, Dish California denies the allegations and characterizations  
17 contained in paragraph 156 of the Complaint.

18        157. To the extent paragraph 157 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 157 of  
21 the Complaint.

22        158. To the extent paragraph 158 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 California denies the allegations and characterizations contained in paragraph 158 of  
25 the Complaint.

26        159. Denied as to Dish California. Dish California lacks knowledge or  
27 information sufficient to form a belief as to the truth of the remaining allegations in  
28 paragraph 159, and therefore denies them.

1        160. To the extent paragraph 160 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 160 of  
4 the Complaint.

5        161. Dish California lacks knowledge or information sufficient to form a  
6 belief as to the truth of the allegations in paragraph 161, and therefore denies them.

7        162. To the extent paragraph 162 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 162 of  
10 the Complaint.

11       163. To the extent paragraph 163 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 163 of  
14 the Complaint.

15       164. To the extent paragraph 164 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 California denies the allegations and characterizations contained in paragraph 164 of  
18 the Complaint.

19       165. To the extent paragraph 165 of the Complaint implicates legal  
20 conclusions, no response is required. To the extent that a response is required, Dish  
21 California denies the allegations and characterizations contained in paragraph 165 of  
22 the Complaint.

23       166. To the extent paragraph 166 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 California denies the allegations and characterizations contained in paragraph 166 of  
26 the Complaint.

27       167. To the extent paragraph 167 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish



1 California denies the allegations and characterizations contained in paragraph 167 of  
2 the Complaint.

3 168. To the extent paragraph 168 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 168 of  
6 the Complaint.

7 169. To the extent paragraph 169 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 169 of  
10 the Complaint.

11 170. To the extent paragraph 170 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 170 of  
14 the Complaint.

15 171. To the extent paragraph 171 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 California denies the allegations and characterizations contained in paragraph 171 of  
18 the Complaint.

19 172. To the extent paragraph 172 of the Complaint implicates legal  
20 conclusions, no response is required. To the extent that a response is required, Dish  
21 California denies the allegations and characterizations contained in paragraph 172 of  
22 the Complaint.

23 173. Paragraph 173 characterizes Entropic's belief and thus no response is  
24 required. To the extent paragraph 173 of the Complaint implicates legal conclusions,  
25 no response is required. To the extent that a response is required, Dish California  
26 denies the allegations and characterizations contained in paragraph 173 of the  
27 Complaint.

**COUNT IV**

**([Alleged] Infringement of the '802 Patent)**

174. Dish California incorporates by reference its responses to paragraphs 1 through 173 of the Complaint as though fully restated herein.

175. Dish California admits the cover of the '802 Patent reflects an issue date of December 27, 2011, an application date of December 2, 2005, and a provisional application filed on December 2, 2004. Dish California denies any remaining allegations of paragraph 175.

176. To the extent paragraph 176 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 176 of the Complaint.

177. Paragraph 177 characterizes the subject matter of the '802 Patent and contains legal conclusions to which no response is required. If a response is required, Dish California states that the '802 Patent speaks for itself. Dish California denies all allegations that Dish California implements the features of the '802 Patent. Dish California denies any remaining allegations and characterizations of paragraph 177.

178. To the extent paragraph 178 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 178 of the Complaint.

179. To the extent paragraph 179 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 179 of the Complaint.

180. To the extent paragraph 180 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 180 of  
2 the Complaint.

3 181. Dish California denies the allegations of paragraph 181.

4 182. To the extent paragraph 182 of the Complaint implicates legal  
5 conclusions, no response is required. To the extent that a response is required, Dish  
6 California denies the allegations and characterizations contained in paragraph 182 of  
7 the Complaint.

8 183. To the extent paragraph 183 of the Complaint implicates legal  
9 conclusions, no response is required. To the extent that a response is required, Dish  
10 California denies the allegations and characterizations contained in paragraph 183 of  
11 the Complaint.

12 184. To the extent paragraph 184 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 California denies the allegations and characterizations contained in paragraph 184 of  
15 the Complaint.

16 185. Dish California denies the allegations of paragraph 185.

17 186. To the extent paragraph 186 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 California denies the allegations and characterizations contained in paragraph 186 of  
20 the Complaint.

21 187. To the extent paragraph 187 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 California denies the allegations and characterizations contained in paragraph 187 of  
24 the Complaint.

25 188. To the extent paragraph 188 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 188 of  
28 the Complaint.

1 189. To the extent paragraph 189 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 189 of  
4 the Complaint.

5 190. Dish California admits that “8085802” appears in Exhibit A to a  
6 March 9, 2022 communication from Entropic. To the extent paragraph 190 of the  
7 Complaint implicates legal conclusions, no response is required. To the extent that a  
8 response is required, Dish California denies the allegations and characterizations  
9 contained in paragraph 190 of the Complaint.

10 191. To the extent paragraph 191 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 California denies the allegations and characterizations contained in paragraph 191 of  
13 the Complaint.

14 192. To the extent paragraph 192 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 192 of  
17 the Complaint.

18 193. Denied as to Dish California. Dish California lacks knowledge or  
19 information sufficient to form a belief as to the truth of the remaining allegations in  
20 paragraph 193, and therefore denies them.

21 194. To the extent paragraph 194 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 California denies the allegations and characterizations contained in paragraph 194 of  
24 the Complaint.

25 195. Dish California lacks knowledge or information sufficient to form a  
26 belief as to the truth of the allegations in paragraph 195, and therefore denies them.

27 196. To the extent paragraph 196 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 196 of  
2 the Complaint.

3 197. To the extent paragraph 197 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 197 of  
6 the Complaint.

7 198. To the extent paragraph 198 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 198 of  
10 the Complaint.

11 199. To the extent paragraph 199 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 199 of  
14 the Complaint.

15 200. To the extent paragraph 200 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 California denies the allegations and characterizations contained in paragraph 200 of  
18 the Complaint.

19 201. To the extent paragraph 201 of the Complaint implicates legal  
20 conclusions, no response is required. To the extent that a response is required, Dish  
21 California denies the allegations and characterizations contained in paragraph 201 of  
22 the Complaint.

23 202. To the extent paragraph 202 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 California denies the allegations and characterizations contained in paragraph 202 of  
26 the Complaint.

27 203. To the extent paragraph 203 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 203 of  
2 the Complaint.

3 204. To the extent paragraph 204 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 204 of  
6 the Complaint.

7 205. To the extent paragraph 205 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 205 of  
10 the Complaint.

11 206. To the extent paragraph 206 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 206 of  
14 the Complaint.

15 207. Paragraph 207 characterizes Entropic's belief and thus no response is  
16 required. To the extent paragraph 207 of the Complaint implicates legal conclusions,  
17 no response is required. To the extent that a response is required, Dish California  
18 denies the allegations and characterizations contained in paragraph 207 of the  
19 Complaint.

## 20 **COUNT V**

### 21 **([Alleged] Infringement of the '450 Patent)**

22 208. Dish California incorporates by reference its responses to paragraphs 1  
23 through 207 of the Complaint as though fully restated herein.

24 209. Dish California admits that the cover of the '450 Patent reflects an issue  
25 date of January 14, 2014, an application date of September 19, 2005, and, *inter alia*,  
26 a provisional application filed December 2, 2004. Dish California denies any  
27 remaining allegations of paragraph 209.

1       210. To the extent paragraph 210 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 210 of  
4 the Complaint.

5       211. Paragraph 211 characterizes the subject matter of the '450 patent and  
6 contains legal conclusions to which no response is required. If a response is required,  
7 Dish California states that the '450 Patent speaks for itself. Dish California denies all  
8 allegations that Dish California implements the features of the '450 Patent. Dish  
9 California denies any remaining allegations and characterizations of paragraph 211.

10       212. To the extent paragraph 212 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 California denies the allegations and characterizations contained in paragraph 212 of  
13 the Complaint.

14       213. To the extent paragraph 213 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 213 of  
17 the Complaint.

18       214. To the extent paragraph 214 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 214 of  
21 the Complaint.

22       215. Dish California denies the allegations of paragraph 215.

23       216. To the extent paragraph 216 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 California denies the allegations and characterizations contained in paragraph 216 of  
26 the Complaint.

27       217. To the extent paragraph 217 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish



1 California denies the allegations and characterizations contained in paragraph 217 of  
2 the Complaint.

3 218. To the extent paragraph 218 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 218 of  
6 the Complaint.

7 219. Dish California denies the allegations of paragraph 219.

8 220. Dish California lacks knowledge or information sufficient to form a  
9 belief as to the truth of the allegations in paragraph 220, and therefore denies them.

10 221. To the extent paragraph 221 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 California denies the allegations and characterizations contained in paragraph 221 of  
13 the Complaint.

14 222. To the extent paragraph 222 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 222 of  
17 the Complaint.

18 223. To the extent paragraph 223 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 223 of  
21 the Complaint.

22 224. Dish California admits that “8631450” appears in Exhibit A to a  
23 March 9, 2022 communication from Entropic. To the extent paragraph 224 of the  
24 Complaint implicates legal conclusions, no response is required. To the extent that a  
25 response is required, Dish California denies the allegations and characterizations  
26 contained in paragraph 224 of the Complaint.

27 225. To the extent paragraph 225 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 225 of  
2 the Complaint.

3 226. To the extent paragraph 226 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 226 of  
6 the Complaint.

7 227. Denied as to Dish California. Dish California lacks knowledge or  
8 information sufficient to form a belief as to the truth of the remaining allegations in  
9 paragraph 227, and therefore denies them.

10 228. To the extent paragraph 228 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 California denies the allegations and characterizations contained in paragraph 228 of  
13 the Complaint.

14 229. Dish California lacks knowledge or information sufficient to form a  
15 belief as to the truth of the allegations in paragraph 229, and therefore denies them.

16 230. To the extent paragraph 230 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 California denies the allegations and characterizations contained in paragraph 230 of  
19 the Complaint.

20 231. To the extent paragraph 231 of the Complaint implicates legal  
21 conclusions, no response is required. To the extent that a response is required, Dish  
22 California denies the allegations and characterizations contained in paragraph 231 of  
23 the Complaint.

24 232. To the extent paragraph 232 of the Complaint implicates legal  
25 conclusions, no response is required. To the extent that a response is required, Dish  
26 California denies the allegations and characterizations contained in paragraph 232 of  
27 the Complaint.

1       233. To the extent paragraph 233 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 233 of  
4 the Complaint.

5       234. To the extent paragraph 234 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 234 of  
8 the Complaint.

9       235. To the extent paragraph 235 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 California denies the allegations and characterizations contained in paragraph 235 of  
12 the Complaint.

13       236. To the extent paragraph 236 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 California denies the allegations and characterizations contained in paragraph 236 of  
16 the Complaint.

17       237. To the extent paragraph 237 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 California denies the allegations and characterizations contained in paragraph 237 of  
20 the Complaint.

21       238. To the extent paragraph 238 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 California denies the allegations and characterizations contained in paragraph 238 of  
24 the Complaint.

25       239. To the extent paragraph 239 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 239 of  
28 the Complaint.

0	<b><u>COUNT VI</u></b>
1	<b>([Alleged] Infringement of the '7,566 Patent)</b>

**([Alleged] Infringement of the '7,566 Patent)**

2        242.     The Court dismissed Count VI without leave to amend in its  
3     September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

243. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

244. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

245. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

246. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

247. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

248. The Court dismissed Count VI without leave to amend in its  
September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

249. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

1       250.     The Court dismissed Count VI without leave to amend in its  
2     September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

3       251.     The Court dismissed Count VI without leave to amend in its  
4     September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

5       252.     The Court dismissed Count VI without leave to amend in its  
6     September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

7       253.     The Court dismissed Count VI without leave to amend in its  
8     September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

9       254.     The Court dismissed Count VI without leave to amend in its  
10    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

11      255.     The Court dismissed Count VI without leave to amend in its  
12    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

13      256.     The Court dismissed Count VI without leave to amend in its  
14    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

15      257.     The Court dismissed Count VI without leave to amend in its  
16    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

17      258.     The Court dismissed Count VI without leave to amend in its  
18    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

19      259.     The Court dismissed Count VI without leave to amend in its  
20    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

21      260.     The Court dismissed Count VI without leave to amend in its  
22    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

23      261.     The Court dismissed Count VI without leave to amend in its  
24    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

25      262.     The Court dismissed Count VI without leave to amend in its  
26    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

27      263.     The Court dismissed Count VI without leave to amend in its  
28    September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

264. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

265. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

266. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

267. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

268. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

269. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

270. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

271. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

272. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

273. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

274. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

275. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

## COUNT VII

**([Alleged] Infringement of the '539 Patent)**

276. Dish California incorporates by reference its responses to paragraphs 1 through 275 of the Complaint as though fully restated herein.

1        277. Dish California admits that the cover of the '539 Patent reflects an issue  
2 date of December 31, 2013, an application date of September 29, 2005, and, *inter alia*,  
3 a provisional application filed December 2, 2004. Dish California denies any  
4 remaining allegations of paragraph 277.

5        278. To the extent paragraph 278 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 278 of  
8 the Complaint.

9        279. Paragraph 279 characterizes the subject matter of the '539 Patent and  
10 contains legal conclusions to which no response is required. If a response is required,  
11 Dish California states that the '539 Patent speaks for itself. Dish California denies all  
12 allegations that Dish California implements the features of the '539 Patent. Dish  
13 California denies any remaining allegations and characterizations of Paragraph 279.

14        280. To the extent paragraph 280 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 280 of  
17 the Complaint.

18        281. To the extent paragraph 281 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 281 of  
21 the Complaint.

22        282. To the extent paragraph 282 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 California denies the allegations and characterizations contained in paragraph 282 of  
25 the Complaint.

26        283. Dish California denies the allegations of paragraph 283.

27        284. To the extent paragraph 284 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish



1 California denies the allegations and characterizations contained in paragraph 284 of  
2 the Complaint.

3 285. To the extent paragraph 285 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 285 of  
6 the Complaint.

7 286. To the extent paragraph 286 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 286 of  
10 the Complaint.

11 287. Dish California denies the allegations of paragraph 287.

12 288. Dish California lacks knowledge or information sufficient to form a  
13 belief as to the truth of the allegations in paragraph 288, and therefore denies them.

14 289. To the extent paragraph 289 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 289 of  
17 the Complaint.

18 290. To the extent paragraph 290 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 290 of  
21 the Complaint.

22 291. To the extent paragraph 291 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 California denies the allegations and characterizations contained in paragraph 291 of  
25 the Complaint.

26 292. Dish California admits that “8621539” appears in Exhibit A to a  
27 March 9, 2022 communication from Entropic. To the extent paragraph 292 of the  
28 Complaint implicates legal conclusions, no response is required. To the extent that a

1 response is required, Dish California denies the allegations and characterizations  
2 contained in paragraph 292 of the Complaint.

3 293. To the extent paragraph 293 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 293 of  
6 the Complaint.

7 294. To the extent paragraph 294 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 294 of  
10 the Complaint.

11 295. Denied as to Dish California. Dish California lacks knowledge or  
12 information sufficient to form a belief as to the truth of the remaining allegations in  
13 paragraph 295, and therefore denies them.

14 296. To the extent paragraph 296 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 296 of  
17 the Complaint.

18 297. Dish California lacks knowledge or information sufficient to form a  
19 belief as to the truth of the allegations in paragraph 297, and therefore denies them.

20 298. To the extent paragraph 298 of the Complaint implicates legal  
21 conclusions, no response is required. To the extent that a response is required, Dish  
22 California denies the allegations and characterizations contained in paragraph 298 of  
23 the Complaint.

24 299. To the extent paragraph 299 of the Complaint implicates legal  
25 conclusions, no response is required. To the extent that a response is required, Dish  
26 California denies the allegations and characterizations contained in paragraph 299 of  
27 the Complaint.

1       300. To the extent paragraph 300 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 300 of  
4 the Complaint.

5       301. To the extent paragraph 301 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 301 of  
8 the Complaint.

9       302. To the extent paragraph 302 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 California denies the allegations and characterizations contained in paragraph 302 of  
12 the Complaint.

13       303. To the extent paragraph 303 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 California denies the allegations and characterizations contained in paragraph 303 of  
16 the Complaint.

17       304. To the extent paragraph 304 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 California denies the allegations and characterizations contained in paragraph 304 of  
20 the Complaint.

21       305. To the extent paragraph 305 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 California denies the allegations and characterizations contained in paragraph 305 of  
24 the Complaint.

25       306. To the extent paragraph 306 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 306 of  
28 the Complaint.

1 307. To the extent paragraph 307 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 307 of  
4 the Complaint.

5 308. To the extent paragraph 308 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 308 of  
8 the Complaint.

9 309. Paragraph 309 characterizes Entropic's belief and thus no response is  
10 required. To the extent paragraph 309 of the Complaint implicates legal conclusions,  
11 no response is required. To the extent that a response is required, Dish California  
12 denies the allegations and characterizations contained in paragraph 309 of the  
13 Complaint.

#### 14 **COUNT VIII**

#### 15 **([Alleged] Infringement of the '213 Patent)**

16 310. Dish California incorporates by reference its responses to paragraphs 1  
17 through 309 of the Complaint as though fully restated herein.

18 311. Dish California admits the cover of the '213 Patent reflects an issue date  
19 of December 5, 2017, an application date of February 6, 2008, and *inter alia*, a  
20 provisional application filed on February 6, 2007. Dish California denies any  
21 remaining allegations of paragraph 311.

22 312. To the extent paragraph 312 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 California denies the allegations and characterizations contained in paragraph 312 of  
25 the Complaint.

26 313. Paragraph 313 characterizes the subject matter of the '213 Patent and  
27 contains legal conclusions to which no response is required. If a response is required,  
28 Dish California states that the '213 Patent speaks for itself. Dish California denies all

1 allegations that Dish California implements the features of the '213 Patent. Dish  
2 California denies any remaining allegations and characterizations of paragraph 313.

3 314. To the extent paragraph 314 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 314 of  
6 the Complaint.

7 315. To the extent paragraph 315 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 315 of  
10 the Complaint.

11 316. To the extent paragraph 316 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 316 of  
14 the Complaint.

15 317. Dish California denies the allegations of paragraph 317.

16 318. To the extent paragraph 318 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 California denies the allegations and characterizations contained in paragraph 318 of  
19 the Complaint.

20 319. To the extent paragraph 319 of the Complaint implicates legal  
21 conclusions, no response is required. To the extent that a response is required, Dish  
22 California denies the allegations and characterizations contained in paragraph 319 of  
23 the Complaint.

24 320. To the extent paragraph 320 of the Complaint implicates legal  
25 conclusions, no response is required. To the extent that a response is required, Dish  
26 California denies the allegations and characterizations contained in paragraph 320 of  
27 the Complaint.

28 321. Dish California denies the allegations of paragraph 321.

1        322. Dish California lacks knowledge or information sufficient to form a  
2 belief as to the truth of the allegations in paragraph 322, and therefore denies them.

3        323. To the extent paragraph 323 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 323 of  
6 the Complaint.

7        324. To the extent paragraph 324 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 324 of  
10 the Complaint.

11       325. To the extent paragraph 325 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 325 of  
14 the Complaint.

15       326. Dish California admits that “9838213” appears in Exhibit A to a  
16 March 9, 2022 communication from Entropic. To the extent paragraph 326 of the  
17 Complaint implicates legal conclusions, no response is required. To the extent that a  
18 response is required, Dish California denies the allegations and characterizations  
19 contained in paragraph 326 of the Complaint.

20       327. To the extent paragraph 327 of the Complaint implicates legal  
21 conclusions, no response is required. To the extent that a response is required, Dish  
22 California denies the allegations and characterizations contained in paragraph 327 of  
23 the Complaint.

24       328. To the extent paragraph 328 of the Complaint implicates legal  
25 conclusions, no response is required. To the extent that a response is required, Dish  
26 California denies the allegations and characterizations contained in paragraph 328 of  
27 the Complaint.  
28

1       329. Denied as to Dish California. Dish California lacks knowledge or  
2 information sufficient to form a belief as to the truth of the remaining allegations in  
3 paragraph 329, and therefore denies them.

4       330. To the extent paragraph 330 of the Complaint implicates legal  
5 conclusions, no response is required. To the extent that a response is required, Dish  
6 California denies the allegations and characterizations contained in paragraph 330 of  
7 the Complaint.

8       331. Dish California lacks knowledge or information sufficient to form a  
9 belief as to the truth of the allegations in paragraph 331, and therefore denies them.

10       332. To the extent paragraph 332 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 California denies the allegations and characterizations contained in paragraph 332 of  
13 the Complaint.

14       333. To the extent paragraph 333 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 333 of  
17 the Complaint.

18       334. To the extent paragraph 334 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 334 of  
21 the Complaint.

22       335. To the extent paragraph 335 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 California denies the allegations and characterizations contained in paragraph 335 of  
25 the Complaint.

26       336. To the extent paragraph 336 of the Complaint implicates legal  
27 conclusions, no response is required. To the extent that a response is required, Dish  
28



1 California denies the allegations and characterizations contained in paragraph 336 of  
2 the Complaint.

3 337. To the extent paragraph 337 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 337 of  
6 the Complaint.

7 338. To the extent paragraph 338 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 338 of  
10 the Complaint.

11 339. To the extent paragraph 339 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 339 of  
14 the Complaint.

15 340. To the extent paragraph 340 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 California denies the allegations and characterizations contained in paragraph 340 of  
18 the Complaint.

19 341. To the extent paragraph 341 of the Complaint implicates legal  
20 conclusions, no response is required. To the extent that a response is required, Dish  
21 California denies the allegations and characterizations contained in paragraph 341 of  
22 the Complaint.

23 342. To the extent paragraph 342 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 California denies the allegations and characterizations contained in paragraph 342 of  
26 the Complaint.

27 343. Paragraph 343 characterizes Entropic's belief and thus no response is  
28 required. To the extent paragraph 343 of the Complaint implicates legal conclusions,

1 no response is required. To the extent that a response is required, Dish California  
2 denies the allegations and characterizations contained in paragraph 343 of the  
3 Complaint.

4 **COUNT IX**

5 **([Alleged] Infringement of the '422 Patent)**

6 344. Dish California incorporates by reference its responses to paragraphs 1  
7 through 343 of the Complaint as though fully restated herein.

8 345. Dish California admits the cover of the '422 Patent reflects an issue date  
9 of October 1, 2019, an application date of December 5, 2017, an application filed on  
10 February 6, 2008, and *inter alia*, a provisional application filed on February 6, 2007.  
11 Dish California denies any remaining allegations of paragraph 345.

12 346. To the extent paragraph 346 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 California denies the allegations and characterizations contained in paragraph 346 of  
15 the Complaint.

16 347. Paragraph 347 characterizes the subject matter of the '422 Patent and  
17 contains legal conclusions to which no response is required. If a response is required,  
18 Dish California states that the '422 Patent speaks for itself. Dish California denies all  
19 allegations that Dish California implements the features of the '422 Patent. Dish  
20 California denies any remaining allegations and characterizations of paragraph 347.

21 348. To the extent paragraph 348 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 California denies the allegations and characterizations contained in paragraph 348 of  
24 the Complaint.

25 349. To the extent paragraph 349 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 349 of  
28 the Complaint.

1       350. To the extent paragraph 350 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 350 of  
4 the Complaint.

5       351. Dish California denies the allegations of paragraph 351.

6       352. To the extent paragraph 352 of the Complaint implicates legal  
7 conclusions, no response is required. To the extent that a response is required, Dish  
8 California denies the allegations and characterizations contained in paragraph 352 of  
9 the Complaint.

10       353. To the extent paragraph 353 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 California denies the allegations and characterizations contained in paragraph 353 of  
13 the Complaint.

14       354. To the extent paragraph 354 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 354 of  
17 the Complaint.

18       355. Dish California denies the allegations of paragraph 355.

19       356. Dish California lacks knowledge or information sufficient to form a  
20 belief as to the truth of the allegations in paragraph 356, and therefore denies them.

21       357. To the extent paragraph 357 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 California denies the allegations and characterizations contained in paragraph 357 of  
24 the Complaint.

25       358. To the extent paragraph 358 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 358 of  
28 the Complaint.

1        359. To the extent paragraph 359 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 359 of  
4 the Complaint.

5        360. Dish California admits that “10432422” appears in Exhibit A to a  
6 March 9, 2022 communication from Entropic. To the extent paragraph 360 of the  
7 Complaint implicates legal conclusions, no response is required. To the extent that a  
8 response is required, Dish California denies the allegations and characterizations  
9 contained in paragraph 360 of the Complaint.

10       361. To the extent paragraph 361 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 California denies the allegations and characterizations contained in paragraph 361 of  
13 the Complaint.

14       362. To the extent paragraph 362 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 362 of  
17 the Complaint.

18       363. Denied as to Dish California. Dish California lacks knowledge or  
19 information sufficient to form a belief as to the truth of the remaining allegations in  
20 paragraph 363, and therefore denies them.

21       364. To the extent paragraph 364 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 California denies the allegations and characterizations contained in paragraph 364 of  
24 the Complaint.

25       365. Dish California lacks knowledge or information sufficient to form a  
26 belief as to the truth of the allegations in paragraph 365, and therefore denies them.

27       366. To the extent paragraph 366 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 366 of  
2 the Complaint.

3 367. To the extent paragraph 367 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 367 of  
6 the Complaint.

7 368. To the extent paragraph 368 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 368 of  
10 the Complaint.

11 369. To the extent paragraph 369 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 369 of  
14 the Complaint.

15 370. To the extent paragraph 370 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 California denies the allegations and characterizations contained in paragraph 370 of  
18 the Complaint.

19 371. To the extent paragraph 371 of the Complaint implicates legal  
20 conclusions, no response is required. To the extent that a response is required, Dish  
21 California denies the allegations and characterizations contained in paragraph 371 of  
22 the Complaint.

23 372. To the extent paragraph 372 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 California denies the allegations and characterizations contained in paragraph 372 of  
26 the Complaint.

27 373. To the extent paragraph 373 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 373 of  
2 the Complaint.

3 374. To the extent paragraph 374 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 374 of  
6 the Complaint.

7 375. To the extent paragraph 375 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 375 of  
10 the Complaint.

11 376. To the extent paragraph 376 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 376 of  
14 the Complaint.

15 377. Paragraph 377 characterizes Entropic's belief and thus no response is  
16 required. To the extent paragraph 377 of the Complaint implicates legal conclusions,  
17 no response is required. To the extent that a response is required, Dish California  
18 denies the allegations and characterizations contained in paragraph 377 of the  
19 Complaint.

20 **COUNT X**

21 **([Alleged] Infringement of the '910 Patent)**

22 378. The Court dismissed Count X without leave to amend in its September 7,  
23 2023 Order (Dkt. 103) and therefore, no response is required.

24 379. The Court dismissed Count X without leave to amend in its September 7,  
25 2023 Order (Dkt. 103) and therefore, no response is required.

26 380. The Court dismissed Count X without leave to amend in its September 7,  
27 2023 Order (Dkt. 103) and therefore, no response is required.

1       381.     The Court dismissed Count X without leave to amend in its September 7,  
2 2023 Order (Dkt. 103) and therefore, no response is required.

3       382.     The Court dismissed Count X without leave to amend in its September 7,  
4 2023 Order (Dkt. 103) and therefore, no response is required.

5       383.     The Court dismissed Count X without leave to amend in its September 7,  
6 2023 Order (Dkt. 103) and therefore, no response is required.

7       384.     The Court dismissed Count X without leave to amend in its September 7,  
8 2023 Order (Dkt. 103) and therefore, no response is required.

9       385.     The Court dismissed Count X without leave to amend in its September 7,  
10 2023 Order (Dkt. 103) and therefore, no response is required.

11       386.     The Court dismissed Count X without leave to amend in its September 7,  
12 2023 Order (Dkt. 103) and therefore, no response is required.

13       387.     The Court dismissed Count X without leave to amend in its September 7,  
14 2023 Order (Dkt. 103) and therefore, no response is required.

15       388.     The Court dismissed Count X without leave to amend in its September 7,  
16 2023 Order (Dkt. 103) and therefore, no response is required.

17       389.     The Court dismissed Count X without leave to amend in its September 7,  
18 2023 Order (Dkt. 103) and therefore, no response is required.

19       390.     The Court dismissed Count X without leave to amend in its September 7,  
20 2023 Order (Dkt. 103) and therefore, no response is required.

21       391.     The Court dismissed Count X without leave to amend in its September 7,  
22 2023 Order (Dkt. 103) and therefore, no response is required.

23       392.     The Court dismissed Count X without leave to amend in its September 7,  
24 2023 Order (Dkt. 103) and therefore, no response is required.

25       393.     The Court dismissed Count X without leave to amend in its September 7,  
26 2023 Order (Dkt. 103) and therefore, no response is required.

27       394.     The Court dismissed Count X without leave to amend in its September 7,  
28 2023 Order (Dkt. 103) and therefore, no response is required.



1       395.     The Court dismissed Count X without leave to amend in its September 7,  
2 2023 Order (Dkt. 103) and therefore, no response is required.

3       396.     The Court dismissed Count X without leave to amend in its September 7,  
4 2023 Order (Dkt. 103) and therefore, no response is required.

5       397.     The Court dismissed Count X without leave to amend in its September 7,  
6 2023 Order (Dkt. 103) and therefore, no response is required.

7       398.     The Court dismissed Count X without leave to amend in its September 7,  
8 2023 Order (Dkt. 103) and therefore, no response is required.

9       399.     The Court dismissed Count X without leave to amend in its September 7,  
10 2023 Order (Dkt. 103) and therefore, no response is required.

11       400.     The Court dismissed Count X without leave to amend in its September 7,  
12 2023 Order (Dkt. 103) and therefore, no response is required.

13       401.     The Court dismissed Count X without leave to amend in its September 7,  
14 2023 Order (Dkt. 103) and therefore, no response is required.

15       402.     The Court dismissed Count X without leave to amend in its September 7,  
16 2023 Order (Dkt. 103) and therefore, no response is required.

17       403.     The Court dismissed Count X without leave to amend in its September 7,  
18 2023 Order (Dkt. 103) and therefore, no response is required.

19       404.     The Court dismissed Count X without leave to amend in its September 7,  
20 2023 Order (Dkt. 103) and therefore, no response is required.

21       405.     The Court dismissed Count X without leave to amend in its September 7,  
22 2023 Order (Dkt. 103) and therefore, no response is required.

23       406.     The Court dismissed Count X without leave to amend in its September 7,  
24 2023 Order (Dkt. 103) and therefore, no response is required.

25       407.     The Court dismissed Count X without leave to amend in its September 7,  
26 2023 Order (Dkt. 103) and therefore, no response is required.

27       408.     The Court dismissed Count X without leave to amend in its September 7,  
28 2023 Order (Dkt. 103) and therefore, no response is required.

409. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

410. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

411. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

**COUNT XI**

**([Alleged] Infringement of the '0,566 Patent)**

412. Dish California incorporates by reference its responses to paragraphs 1 through 411 of the Complaint as though fully restated herein.

413. Dish California admits that the cover of the '0,566 Patent reflects an issue date of November 27, 2012, an application date of October 15, 2009, and, *inter alia*, a provisional application filed October 16, 2008. Dish California denies any remaining allegations of paragraph 413.

414. To the extent paragraph 414 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 414 of the Complaint.

415. Paragraph 415 characterizes the subject matter of the '0,566 Patent and contains legal conclusions to which no response is required. If a response is required, Dish California states that the '0,566 Patent speaks for itself. Dish California denies all allegations that Dish California implements the features of the '0,566 Patent. Dish California denies any remaining allegations and characterizations of paragraph 415.

416. To the extent paragraph 416 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish California denies the allegations and characterizations contained in paragraph 416 of the Complaint.

1       417. To the extent paragraph 417 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 417 of  
4 the Complaint.

5       418. To the extent paragraph 418 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 418 of  
8 the Complaint.

9       419. Dish California denies the allegations of paragraph 419.

10       420. To the extent paragraph 420 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 California denies the allegations and characterizations contained in paragraph 420 of  
13 the Complaint.

14       421. To the extent paragraph 421 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 421 of  
17 the Complaint.

18       422. To the extent paragraph 422 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 422 of  
21 the Complaint.

22       423. Dish California denies the allegations of paragraph 423.

23       424. Dish California lacks knowledge or information sufficient to form a  
24 belief as to the truth of the allegations in paragraph 424, and therefore denies them.

25       425. To the extent paragraph 425 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 425 of  
28 the Complaint.

1       426. To the extent paragraph 426 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 426 of  
4 the Complaint.

5       427. To the extent paragraph 427 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 427 of  
8 the Complaint.

9       428. Dish California admits that “8320566” appears in Exhibit A to a  
10 March 9, 2022 communication from Entropic. To the extent paragraph 428 of the  
11 Complaint implicates legal conclusions, no response is required. To the extent that a  
12 response is required, Dish California denies the allegations and characterizations  
13 contained in paragraph 428 of the Complaint.

14       429. To the extent paragraph 429 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 California denies the allegations and characterizations contained in paragraph 429 of  
17 the Complaint.

18       430. To the extent paragraph 430 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 430 of  
21 the Complaint.

22       431. Denied as to Dish California. Dish California lacks knowledge or  
23 information sufficient to form a belief as to the truth of the remaining allegations in  
24 paragraph 431, and therefore denies them.

25       432. To the extent paragraph 432 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 432 of  
28 the Complaint.

1        433. Dish California lacks knowledge or information sufficient to form a  
2 belief as to the truth of the allegations in paragraph 433, and therefore denies them.

3        434. To the extent paragraph 434 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 434 of  
6 the Complaint.

7        435. To the extent paragraph 435 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 435 of  
10 the Complaint.

11       436. To the extent paragraph 436 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 436 of  
14 the Complaint.

15       437. To the extent paragraph 437 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 California denies the allegations and characterizations contained in paragraph 437 of  
18 the Complaint.

19       438. To the extent paragraph 438 of the Complaint implicates legal  
20 conclusions, no response is required. To the extent that a response is required, Dish  
21 California denies the allegations and characterizations contained in paragraph 438 of  
22 the Complaint.

23       439. To the extent paragraph 439 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 California denies the allegations and characterizations contained in paragraph 439 of  
26 the Complaint.

27       440. To the extent paragraph 440 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

1 California denies the allegations and characterizations contained in paragraph 440 of  
2 the Complaint.

3 441. To the extent paragraph 441 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 California denies the allegations and characterizations contained in paragraph 441 of  
6 the Complaint.

7 442. To the extent paragraph 442 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 442 of  
10 the Complaint.

11 443. To the extent paragraph 443 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 443 of  
14 the Complaint.

15 444. To the extent paragraph 444 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 California denies the allegations and characterizations contained in paragraph 444 of  
18 the Complaint.

19 445. Paragraph 445 characterizes Entropic's belief and thus no response is  
20 required. To the extent paragraph 445 of the Complaint implicates legal conclusions,  
21 no response is required. To the extent that a response is required, Dish California  
22 denies the allegations and characterizations contained in paragraph 445 of the  
23 Complaint.

24 **COUNT XII**

25 **([Alleged] Infringement of the '681 Patent)**

26 446. Dish California incorporates by reference its responses to paragraphs 1  
27 through 445 of the Complaint as though fully restated herein.

1       447.     Dish California admits that the cover of the '681 Patent reflects an issue  
2     date of January 29, 2013, an application date of October 15, 2009, and a provisional  
3     application date of October 16, 2008. Dish California denies any remaining  
4     allegations of paragraph 447 of the Complaint.

5       448.     To the extent paragraph 448 of the Complaint implicates legal  
6     conclusions, no response is required. To the extent that a response is required, Dish  
7     California denies the allegations and characterizations contained in paragraph 448 of  
8     the Complaint.

9       449.     Paragraph 449 of the Complaint characterizes the subject matter of the  
10    '681 Patent and contains legal conclusions to which no response is required. If a  
11    response is required, Dish California states that the '681 Patent speaks for itself. Dish  
12    California denies all allegations that Dish California implements the features of the  
13    '681 Patent. Dish California denies any remaining allegations and characterizations  
14    of paragraph 449 of the Complaint.

15    450.     To the extent paragraph 450 of the Complaint implicates legal  
16    conclusions, no response is required. To the extent that a response is required, Dish  
17    California denies the allegations and characterizations contained in paragraph 450 of  
18    the Complaint.

19    451.     To the extent paragraph 451 of the Complaint implicates legal  
20    conclusions, no response is required. To the extent that a response is required, Dish  
21    California denies the allegations and characterizations contained in paragraph 451 of  
22    the Complaint.

23    452.     To the extent paragraph 452 of the Complaint implicates legal  
24    conclusions, no response is required. To the extent that a response is required, Dish  
25    California denies the allegations and characterizations contained in paragraph 452 of  
26    the Complaint.

27    453.     Dish California denies the allegations of paragraph 453 of the Complaint.



1       454. To the extent paragraph 454 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 454 of  
4 the Complaint.

5       455. To the extent paragraph 455 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 455 of  
8 the Complaint.

9       456. To the extent paragraph 456 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 California denies the allegations and characterizations contained in paragraph 456 of  
12 the Complaint.

13       457. Dish California denies the allegations of paragraph 457 of the Complaint.

14       458. Dish California lacks knowledge or information sufficient to form a  
15 belief as to the truth of the allegations in paragraph 458, and therefore denies them.

16       459. To the extent paragraph 459 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 California denies the allegations and characterizations contained in paragraph 459 of  
19 the Complaint.

20       460. To the extent paragraph 460 of the Complaint implicates legal  
21 conclusions, no response is required. To the extent that a response is required, Dish  
22 California denies the allegations and characterizations contained in paragraph 460 of  
23 the Complaint.

24       461. To the extent paragraph 461 of the Complaint implicates legal  
25 conclusions, no response is required. To the extent that a response is required, Dish  
26 California denies the allegations and characterizations contained in paragraph 461 of  
27 the Complaint.

1       462. Dish California admits that “8363681” appears in Exhibit A to a  
2 March 9, 2022 communication—but not an August 9, 2022 communication—from  
3 Entropic. To the extent paragraph 462 of the Complaint implicates legal conclusions,  
4 no response is required. To the extent that a response is required, Dish California  
5 denies the allegations and characterizations contained in paragraph 462 of the  
6 Complaint.

7       463. To the extent paragraph 463 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 California denies the allegations and characterizations contained in paragraph 463 of  
10 the Complaint.

11       464. To the extent paragraph 464 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 California denies the allegations and characterizations contained in paragraph 464 of  
14 the Complaint.

15       465. Denied as to Dish California. Dish California lacks knowledge or  
16 information sufficient to form a belief as to the truth of the remaining allegations in  
17 paragraph 465 of the Complaint, and therefore denies them.

18       466. To the extent paragraph 466 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 California denies the allegations and characterizations contained in paragraph 466 of  
21 the Complaint.

22       467. Dish California lacks knowledge or information sufficient to form a  
23 belief as to the truth of the allegations in paragraph 467, and therefore denies them.

24       468. To the extent paragraph 468 of the Complaint implicates legal  
25 conclusions, no response is required. To the extent that a response is required, Dish  
26 California denies the allegations and characterizations contained in paragraph 468 of  
27 the Complaint.

1       469. To the extent paragraph 469 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 469 of  
4 the Complaint.

5       470. To the extent paragraph 470 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 470 of  
8 the Complaint.

9       471. To the extent paragraph 471 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 California denies the allegations and characterizations contained in paragraph 471 of  
12 the Complaint.

13       472. To the extent paragraph 472 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 California denies the allegations and characterizations contained in paragraph 472 of  
16 the Complaint.

17       473. To the extent paragraph 473 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 California denies the allegations and characterizations contained in paragraph 473 of  
20 the Complaint.

21       474. To the extent paragraph 474 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 California denies the allegations and characterizations contained in paragraph 474 of  
24 the Complaint.

25       475. To the extent paragraph 475 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 California denies the allegations and characterizations contained in paragraph 475 of  
28 the Complaint.

1 476. To the extent paragraph 476 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 California denies the allegations and characterizations contained in paragraph 476 of  
4 the Complaint.

5 477. To the extent paragraph 477 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 California denies the allegations and characterizations contained in paragraph 477 of  
8 the Complaint.

9 478. To the extent paragraph 478 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 California denies the allegations and characterizations contained in paragraph 478 of  
12 the Complaint.

13 479. Paragraph 479 characterizes Entropic's belief and thus no response is  
14 required. To the extent paragraph 479 of the Complaint implicates legal conclusions,  
15 no response is required. To the extent that a response is required, Dish California  
16 denies the allegations and characterizations contained in paragraph 479 of the  
17 Complaint.

18 **JURY DEMAND**

19 Dish California hereby requests a trial by jury on all issues so triable by right.

20 **PRAYER FOR RELIEF**

21 The section of the Complaint titled "Prayer for Relief" sets forth the statement  
22 of relief requested by Entropic to which no response is required. Dish California  
23 denies that Entropic is entitled to any relief sought in its Prayer for Relief or otherwise.

24 **AFFIRMATIVE AND ADDITIONAL DEFENSES**

25 480. Dish California incorporates by reference the foregoing paragraphs in  
26 their entirety and asserts the following affirmative and additional defenses. By  
27 asserting these affirmative and additional defenses, Dish California does not admit  
28 that it bears the burden of proof on any issue and does not accept any burden it would

1 not otherwise bear. Dish California reserves all affirmative defenses permitted under  
2 the Federal Rules of Civil Procedure, the Patent Laws of the United States and/or at  
3 law or in equity that may now exist, or in the future be available, based on discovery  
4 and further investigation in this case, as well as the right to amend this Answer to  
5 include those defenses. Pursuant to Federal Rule of Civil Procedure 8(c), Dish  
6 California, without waiver, limitation, or prejudice, hereby asserts the following  
7 affirmative and additional defenses.

8 **FIRST AFFIRMATIVE OR ADDITIONAL DEFENSE**

9 **(Limitation on Damages/Failure to Mark)**

10 481. Entropic's request for "damages pursuant to 35 U.S.C. § 284 adequate to  
11 compensate Entropic for [Dish California's] past . . . infringement" for the period  
12 before Entropic filed the Complaint or allegedly notified Dish California of Entropic's  
13 allegations of infringement of the Asserted Patents before March 9, 2022, are barred  
14 by 35 U.S.C. § 286. The relief sought by Entropic based on Dish California's alleged  
15 infringement of the Asserted Patents is further limited by 35 U.S.C. § 287 to the extent  
16 Entropic, any predecessors-in-interest, or its licensees failed to mark allegedly  
17 practicing products.

18 **SECOND AFFIRMATIVE OR ADDITIONAL DEFENSE**

19 **(License and Waiver)**

20 482. Although Dish California lacks knowledge or information sufficient to  
21 form a belief as to the truth of Entropic's admission that the Asserted Patents are  
22 standard essential patents for at least one version of the MoCA standard, if true,  
23 Entropic's claims are barred, in whole or in part, by actual license, the doctrine of  
24 implied license, and/or waiver. These licenses include, but are not limited to, express  
25 or implied licenses arising from Entropic Communications, Inc.'s and/or MaxLinear's  
26 participation in the Multimedia over Coax Alliance ("MoCA"), as well as the MoCA  
27 "Intellectual Property Rights (IPR) Policy" (hereinafter, the "MoCA IPR Policy").  
28

1        483.        Although Dish California lacks knowledge or information sufficient to  
2 form a belief as to the truth of Entropic's admission that the Asserted Patents are  
3 standard essential patents for at least one version of the MoCA standard, if true,  
4 Entropic's claims are further barred, in whole or in part, based on its waiver of it  
5 claims. Dish California reasonably relied on Entropic's and its predecessors-in-  
6 interest, Entropic Communications, Inc.'s and MaxLinear's, conduct in various  
7 MoCA meetings indicating that Entropic Communications, Inc. or MaxLinear would  
8 not enforce patents that cover functionality and features that it had publicly disclosed  
9 in various MoCA proposals.

10       484.       Dish California reasonably relied on its knowledge of Entropic  
11 Communications, Inc.'s and MaxLinear's MoCA proposals, and Entropic  
12 Communications, Inc.'s and MaxLinear's active and public endorsement of its MoCA  
13 proposals to reasonably infer that alleged rights that covered such similar technology,  
14 features, and functionality as those that were publicly disclosed in the MoCA  
15 proposals, would not be enforced against Dish California.

16       485.       Although Entropic Communications, Inc. publicly disclosed the features  
17 and functionality of the MoCA proposals, Entropic, Entropic Communications, Inc.  
18 and MaxLinear did not seek to enforce patents covering the same features and  
19 functionality for nearly two decades. Consequently, Dish California is licensed and  
20 impliedly licensed to the Asserted Patents, and the allegations against Dish California  
21 are waived.

22                    **THIRD AFFIRMATIVE OR ADDITIONAL DEFENSE**

23                    **(Equitable Estoppel)**

24       486.       Although Dish California lacks knowledge or information sufficient to  
25 form a belief as to the truth of Entropic's admission that the Asserted Patents are  
26 standard essential patents for at least one version of the MoCA standard, if true,  
27 Entropic's claims are also barred in whole or in part by the doctrine of equitable  
28 estoppel at least because Dish California reasonably relied on Entropic or its

1 predecessors-in-interests' conduct as a Founder, Adopter, and Supplier of MoCA  
2 technology as well as Entropic's predecessors-in-interests' participation in MoCA.

3 487. As a Founder of MoCA, Entropic Communications, Inc. helped develop  
4 the MoCA specifications that required Adopters of MoCA to comply with the  
5 specification. Entropic, Entropic Communications, Inc., and MaxLinear did not seek  
6 a license from Dish California for the use of any patents it considered essential to  
7 MoCA before filing this litigation.

8 488. Dish California's affiliates participated in MoCA with the understanding  
9 the Entropic Communications, Inc. and any future affiliates including Entropic would  
10 license any of its patents related to MoCA to other parties to manufacture components  
11 implementing MoCA.

12 489. Based on this conduct, it was reasonable for Dish California to believe  
13 that Entropic would not enforce the Asserted Patents against the MoCA specification  
14 that Entropic Communications, Inc. and MaxLinear helped develop and encouraged  
15 MoCA members to adopt in their roles as a Founder and member.

16 490. Dish California and its customers would be materially prejudiced if  
17 Entropic were allowed to proceed with its infringement claims for the Asserted  
18 Patents.

19 491. Entropic is estopped from asserting one or more of the Asserted Patents  
20 because it has failed to comply with commitments made by Entropic and/or its  
21 predecessors-in-interest, to MoCA to license one or more of the Asserted Patents  
22 under fair, reasonable, and non-discriminatory ("RAND") terms if Entropic's  
23 admission that the Asserted Patents are standard essential patents for at least one  
24 version of the MoCA standard is true.

25 492. Additionally, Entropic is estopped from seeking damages in an amount  
26 that exceeds a royalty rate that is consistent with commitments to license such patents  
27 under RAND terms if Entropic's admission that the Asserted Patents are standard  
28 essential patents for at least one version of the MoCA standard is true.



1       493.     Entropic is estopped from seeking damages in this case exceeding the  
2 rate at which one or more of the Asserted Patents have been licensed to any other  
3 companies due to commitments made by Entropic and/or its predecessors-in-interest  
4 to MoCA to license one or more of the Asserted Patents under RAND terms during  
5 the MoCA's consideration of the MoCA specifications at issue if Entropic's  
6 admission that the Asserted Patents are standard essential patents for at least one  
7 version of the MoCA standard is true.

8       494.     Further, Entropic is estopped from enforcing the Asserted Patents and  
9 seeking damages in this case in light of the conduct described above including the  
10 lack of notice from Entropic and/or its predecessors-in-interest regarding any need  
11 license the Asserted Patents until the filing of the Complaint or the March, 2022 letter,  
12 Dish California's detrimental reliance on that conduct, and the damages Dish  
13 California has suffered through this litigation.

14               **FOURTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

15               **(Limitation on Damages Based on RAND Obligations)**

16       495.     Although Dish California lacks knowledge or information sufficient to  
17 form a belief as to the truth of Entropic's admission that the Asserted Patents are  
18 standard essential patents for at least one version of the MoCA standard, if true,  
19 Entropic and/or its predecessors-in-interest has undertaken, in accordance with the  
20 relevant rules and intellectual property rights policies of applicable Standard Setting  
21 Organizations ("SSOs"), to grant licenses to some entities under each of the Asserted  
22 Patents on RAND terms and conditions. Entropic has not, however, offered Dish  
23 California fair, reasonable and nondiscriminatory royalty terms and rates that are  
24 proportionate to royalty terms and rates offered to other companies. As a beneficiary  
25 of the rules and intellectual property rights policies of the relevant SSOs (i.e., MoCA),  
26 Dish California has the right to be granted license(s) to the Asserted Patents on RAND  
27 terms and conditions if Entropic's admission that the Asserted Patents are standard  
28 essential patents for at least one version of the MoCA standard is true. Entropic has

1 failed to offer such a license. Entropic's failure to comply with its RAND obligations  
2 limits the damages, if any, available to Entropic in this action.

3 **FIFTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

4 **(No Entitlement to Enhanced Damages)**

5 496. Entropic is not entitled to enhanced damages under 35 U.S.C. § 284 or  
6 pursuant to the Court's inherent powers.

7 **SIXTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

8 **(No Entitlement to Attorneys' Fees)**

9 497. Entropic is not entitled to attorneys' fees under 35 U.S.C. § 285 or  
10 pursuant to the Court's inherent powers.

11 **SEVENTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

12 **(No Entitlement to a Finding of Exceptional Case)**

13 498. Entropic is not entitled to a finding that this case is exceptional under 35  
14 U.S.C. § 285 or under the Court's inherent powers.

15 **EIGHTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

16 **(Unenforceability)**

17 499. One or more of the Asserted Patents are unenforceable against Dish  
18 California because of estoppel, laches, waiver, unclean hands, patent exhaustion,  
19 implied license, and/or other equitable doctrines. Entropic and/or its predecessors-in-  
20 interest has engaged in standards-setting misconduct, including without limitation the  
21 breach of its commitments to license any essential patents on RAND terms rendering  
22 the Asserted Patents unenforceable if Entropic's admission that the Asserted Patents  
23 are standard essential patents for at least one version of the MoCA standard is true.

24 **NINTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

25 **(Patent Exhaustion)**

26 500. Entropic's claims are barred, in whole or in part, to the extent that any  
27 allegedly infringing products or components thereof are supplied, directly or  
28

1 indirectly, to Dish California by any entity or entities having an express or implied  
2 license to the Asserted Patents, and/or Entropic's claims are barred, in whole or in  
3 part, under the doctrine of patent exhaustion. In this regard, to the extent that any of  
4 Entropic's accusations of infringement are based, in whole or in part, on Entropic  
5 Communications Inc. or MaxLinear components, such claims are barred and  
6 exhausted.

7 **TENTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

8 **(Noninfringement of the Asserted Patents)**

9 501. Dish California has not infringed and does not infringe, under any theory  
10 of infringement (including directly (whether individually or jointly) or indirectly  
11 (whether contributorily or by inducement) or under the doctrine of equivalents), any  
12 valid, enforceable claim of the Asserted Patents.

13 **ELEVENTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

14 **(Invalidity of the Asserted Patents)**

15 502. Each asserted claim of the Asserted Patents is invalid for failure to  
16 comply with one or more of the requirements of the United States Code, Title 35,  
17 including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules,  
18 regulations, and laws pertaining thereto, and/or under other judicially created bases  
19 for invalidity and ineligibility, including, but not limited to, the non-statutory doctrine  
20 of double patenting, derivation and improper inventorship.

21 **TWELFTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

22 **(Lack of Knowledge)**

23 503. To the extent that Entropic asserts that Dish California indirectly  
24 infringes, either by contributory infringement or inducement of infringement, Dish  
25  
26  
27  
28

1 California is not liable to Entropic for the acts alleged to have been performed before  
2 Dish California knew that its actions would cause indirect infringement.

3 **RESERVATION OF ALL AFFIRMATIVE AND ADDITIONAL DEFENSES**

4 504. Dish California hereby gives notice that it intends to rely upon any other  
5 matter constituting an avoidance or affirmative defense as set forth in Rule 8(c) of the  
6 Federal Rules of Civil Procedure, and that it reserves the right to seek leave to amend  
7 this Answer to add to, amend, withdraw, or modify these defenses as its investigation  
8 continues and as discovery may require.

9 **JURY DEMAND**

10 505. Dish California respectfully demands a trial by jury of all issues so triable  
11 in this matter.

12 **COUNTERCLAIMS**

13 506. Counterclaimant Dish Network California Service Corp. (“Defendant”  
14 or “Dish California”), through its undersigned counsel, counterclaims and alleges  
15 against Entropic and MaxLinear as follows:

16 **NATURE OF THE COUNTERCLAIMS**

17 507. Dish California brings these counterclaims in response to Entropic’s  
18 conduct in connection with filing and pursuing the present action and for Entropic  
19 and/or its predecessors-in-interests’ breaches of their commitments to an industry  
20 alliance known as the Multimedia over Coax Alliance (or “MoCA”), and its members.

21 508. Entropic admits that the Asserted Patents are standard essential patents  
22 for at least one version of the MoCA standard.

23 509. Dish California does not accept Entropic’s contention that the Asserted  
24 Patents in this action are necessary to products that implement any MoCA standard.  
25 Also, to the extent Dish California products implement any part of any MoCA  
26 standard, Dish California does not concede that any implementations of those parts in  
27 its products practice the Asserted Patents. Nonetheless, Dish California has relied  
28 upon Entropic and/or its predecessors-in-interests’ membership in MoCA and, on

1 information and belief, Entropic and/or its predecessors-in-interests' agreement to be  
2 bound by the MoCA IPR Policy, that all patent controversies may be avoided based  
3 on the offer of patent licenses on reasonable rates and non-discriminatory terms and  
4 conditions.

5 510. To the extent the Asserted Patents cover Essential Patent Claims as  
6 defined in the MoCA IPR Policy and because MaxLinear, Entropic, and/or its  
7 predecessors-in-interest promised that it would license any such patents on fair,  
8 reasonable, and non-discriminatory terms and conditions, companies that rely on  
9 those commitments are entitled to avoid becoming embroiled in patent controversies  
10 and to receive the benefit of an offer of a reasonable and non-discriminatory license.

11 511. Accordingly, Dish California seeks relief arising from MaxLinear,  
12 Entropic, and/or its predecessors-in-interests' tortious conduct in filing the present  
13 action and the circumstances surrounding the filing. In addition, Dish California  
14 seeks relief from MaxLinear, Entropic, and/or its predecessors-in-interests' violation  
15 of their obligations, pursuant to the MoCA IPR Policy, by demanding excessive and  
16 discriminatory royalties from Dish California for patents that Entropic contends are  
17 essential to the MoCA standards.

## 18 **PARTIES**

19 512. Defendant and Counterclaim-Plaintiff Dish California is a wholly owned  
20 subsidiary of DISH Network L.L.C., and is a Colorado Corporation with its principal  
21 place of business at 9601 S. Meridian Boulevard, Englewood, Colorado 80112.

22 513. On information and belief, Plaintiff and Counterclaim-Defendant  
23 Entropic Communications LLC is a Delaware limited liability company with an office  
24 at 7150 Preston Road, Suite 300, Plano, Texas 75024.

25 514. On information and belief, MaxLinear, Inc., a Counterclaim-Defendant,  
26 is a Delaware corporation, with a principal place of business at 5966 La Place Court  
27 Suite 100, Carlsbad, CA 92008.

515. On information and belief, MaxLinear Communications LLC is an affiliate of MaxLinear, Inc., and is a Delaware limited liability company with a principal place of business at 5966 La Place Court Suite 100, Carlsbad, CA 92008. Collectively, MaxLinear, Inc. and MaxLinear Communications LLC are referred to as “MaxLinear.”

## JURISDICTION AND VENUE

516. Dish California's declaratory judgment counterclaims arise under Title 35 of the United States Code. The Court has subject matter jurisdiction over them under 28 U.S.C. §§ 1331, 1338, 2201, and 2202 as they arise under an Act of Congress relating to patents, patent infringement, and the Declaratory Judgment Act. In addition, the Court has subject matter jurisdiction under 28 U.S.C. § 1367, because the state law counterclaims form part of the same case or controversy and arise from a common nucleus of operative fact as the federal patent infringement claims being asserted against Dish California by Entropic.

517. Entropic has consented to personal jurisdiction by commencing an action alleging patent infringement in this District, as set forth in Entropic's Complaint.

518. This Court has general personal jurisdiction over MaxLinear because MaxLinear conducts systematic and regular business within the State of California by, *inter alia*, providing integrated circuits and software products, as well as systems-on-chip solutions used for multimarket applications.

519. Upon information and belief, MaxLinear maintains a regular and established place of business within this district at 50 Parker, Irvine, CA 92618.

520. Venue over Dish California's counterclaims is proper, to the extent that venue over Entropic's claims is proper, under 28 U.S.C. §§ 1391(b) and 1400(b).

## BACKGROUND

521. The Multimedia over Coax Alliance (“MoCA”) is an independent, non-profit standard-setting organization (“SSO”) that produces accepted standards for in-



1 home networking.<sup>2</sup> MoCA's founding members in 2004 included Cisco Systems,  
2 Comcast, EchoStar, Entropic Communications, Matsushita Electric (Panasonic),  
3 Motorola, Radio Shack Corporation, and Toshiba.<sup>3</sup> By 2008, additional digital  
4 entertainment providers such as Cox, Verizon, AT&T, DirecTV, and Time Warner  
5 Cable joined MoCA.<sup>4</sup> In addition to digital entertainment providers, silicon makers  
6 such as Broadcom Corporation (by way of its acquisition of Octalica), Conexant  
7 Systems, Inc., BroadLight, Inc., Applied Micro Circuits Corporation, and Texas

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19 <sup>2</sup> MoCA Frequently Asked Questions (mocalliance.org),  
20 <https://mocalliance.org/about/faqs.php> (last visited Sept. 21, 2023)

21 <sup>3</sup> "8 Technology Leaders Form Multimedia Over Coax Alliance to Enable  
22 Entertainment Devices to Interconnect Throughout the Home Via Coax Cabling,"  
23 *MoCA*, January 5, 2004 (archive), *available at*  
24 [https://web.archive.org/web/20150204230050/http://www.mocalliance.org/news/pr\\_040105\\_8\\_tech\\_leaders\\_form\\_moca.htm](https://web.archive.org/web/20150204230050/http://www.mocalliance.org/news/pr_040105_8_tech_leaders_form_moca.htm) (last visited Sept. 21, 2023)

25 <sup>4</sup> Cox and Verizon Join Multimedia over Coax Alliance,  
26 [https://web.archive.org/web/20150204230053/https://mocalliance.org/news/pr\\_050809\\_cox\\_and\\_vorizon\\_joins\\_moca.htm](https://web.archive.org/web/20150204230053/https://mocalliance.org/news/pr_050809_cox_and_vorizon_joins_moca.htm) (last visited Sept. 21, 2023); AT&T  
27 Laboratories [sic] Is Newest Member of MoCA™,  
28 [https://mocalliance.org/news/pr\\_060606\\_ATandT\\_Joins\\_MoCA.php](https://mocalliance.org/news/pr_060606_ATandT_Joins_MoCA.php) (last visited Sept. 21, 2023); DirecTV Joins MoCA,  
[https://mocalliance.org/news/pr\\_050508\\_directv\\_joins\\_moca.php](https://mocalliance.org/news/pr_050508_directv_joins_moca.php) (last visited Sept. 21, 2023); Time Warner Cable Joins MoCA,  
[https://mocalliance.org/news/pr\\_070108\\_time\\_warner\\_cable\\_joins\\_moca.php](https://mocalliance.org/news/pr_070108_time_warner_cable_joins_moca.php) (last visited Sept. 21, 2023)



1 Instruments joined MoCA including as contributors.<sup>5</sup> ViXS Systems Inc. joined  
2 MoCA on September 10, 2009.<sup>6</sup>

3 522. EchoStar (an affiliate of Dish California) was a founding member of  
4 MoCA in 2004.<sup>7</sup> On information and belief, affiliates of Dish California were  
5 exploring multiple alternatives for home networking technologies for transmission of  
6 video including via Ethernet and wireless mediums. On information and belief,  
7 affiliates of Dish California were also seeking to develop a standard that multiple  
8 manufacturers could implement to foster multiple sources of supply. On information  
9 and belief, EchoStar (now DISH Technologies L.L.C., an affiliate of Dish California)  
10 participated in MoCA because of the commitment of its members, including Entropic  
11 Communications, Inc., that MoCA technology would be licensed to allow other  
12 manufacturers to use MoCA-related patents.

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16 <sup>5</sup> Broadcom, Conexant and BroadLight Upgrade to MoCA's New,  
17 [https://www.globenewswire.com/news-](https://www.globenewswire.com/news-release/2007/06/26/361527/7047/en/Broadcom-Conexant-and-BroadLight-Upgrade-to-MoCA-s-New-Contributor-Class.html)  
18 [release/2007/06/26/361527/7047/en/Broadcom-Conexant-and-BroadLight-Upgrade-](https://www.globenewswire.com/news-release/2007/06/26/361527/7047/en/Broadcom-Conexant-and-BroadLight-Upgrade-to-MoCA-s-New-Contributor-Class.html)  
19 [to-MoCA-s-New-Contributor-Class.html](https://www.globenewswire.com/news-release/2007/06/26/361527/7047/en/Broadcom-Conexant-and-BroadLight-Upgrade-to-MoCA-s-New-Contributor-Class.html) (last visited Sept. 21, 2023); Broadcom  
20 Jump Starts MOCA Strategy | Light Reading, [https://www.lightreading.com/cable-](https://www.lightreading.com/cable-video/broadcom-jump-starts-moca-strategy/d/d-id/641350)  
21 [video/broadcom-jump-starts-moca-strategy/d/d-id/641350](https://www.lightreading.com/cable-video/broadcom-jump-starts-moca-strategy/d/d-id/641350) (last visited Sept. 21,  
22 2023); MoCA Adds Additional Silicon Vendor,  
23 [https://mocalliance.org/news/pr\\_060214\\_MoCA\\_Adds\\_Silicon\\_Vendor.php](https://mocalliance.org/news/pr_060214_MoCA_Adds_Silicon_Vendor.php) (last  
24 visited Sept. 21, 2023); MoCA Adds Another Silicon Vendor in AMCC,  
25 [https://mocalliance.org/news/pr\\_060829\\_MoCA\\_Adds\\_AMCC.php](https://mocalliance.org/news/pr_060829_MoCA_Adds_AMCC.php) (last visited  
26 Sept. 21, 2023); MoCA™ Expands Membership to Include Texas Instruments,  
27 [https://mocalliance.org/news/pr\\_061106\\_MoCA\\_Adds\\_Texas\\_Instruments.php](https://mocalliance.org/news/pr_061106_MoCA_Adds_Texas_Instruments.php) (last  
28 visited Sept. 21, 2023)

24 <sup>6</sup> ViXS Systems Joins MoCA®,  
25 [https://mocalliance.org/news/prM\\_090910\\_ViXS\\_Systems\\_Joins\\_MoCA.php](https://mocalliance.org/news/prM_090910_ViXS_Systems_Joins_MoCA.php) (last  
26 visited Sept. 21, 2023)

26 <sup>7</sup> “8 Technology Leaders Form Multimedia Over Coax Alliance to Enable  
27 Entertainment Devices to Interconnect Throughout the Home Via Coax Cabling,”  
28 MoCA, January 5, 2004 (archive), available at  
[https://web.archive.org/web/20150204230050/http://www.mocalliance.org/news/pr\\_](https://web.archive.org/web/20150204230050/http://www.mocalliance.org/news/pr_040105_8_tech_leaders_form_moca.htm)  
[040105\\_8\\_tech\\_leaders\\_form\\_moca.htm](https://web.archive.org/web/20150204230050/http://www.mocalliance.org/news/pr_040105_8_tech_leaders_form_moca.htm) (last visited Sept. 21, 2023)

1       523.     MaxLinear, Inc. joined MoCA as an associate member as of August 17,  
2     2011.<sup>8</sup> MaxLinear, Inc. acquired Entropic Communications Inc. in 2015, after which  
3     MaxLinear, Inc. became a member of the MoCA Board of Directors.<sup>9</sup> MaxLinear,  
4     Inc. remains a member of the MoCA Board of Directors.<sup>10</sup> On information and belief,  
5     MaxLinear signed a membership agreement for MoCA.

6       524.     In general, industry standards such as those promulgated by MoCA, are  
7     beneficial because they help allow devices created by one company to communicate  
8     with devices made by another, and component manufacturers can implement  
9     standards that will operate in a variety of end-products. Standardization, therefore,  
10    helps ensure products created by one company will interoperate with another  
11    company's products. By as early as 2005, MoCA companies had demonstrated  
12    interoperability.<sup>11</sup>

13      525.     Industry standards, however, can harm competition and consumers when  
14    companies, such as Entropic, allege they own patents they deem essential to the  
15    standards and then demand excessive royalties for their use. Inclusion of a patented  
16    technology in a standard can grant substantial market power to the patent owner.  
17    Although alternative technologies may be selected while developing the standard,  
18    once a standard is adopted, those alternatives often may no longer be workable.  
19    Companies using certain aspects of the standard—such as by incorporating MoCA  
20    compatible chips in set-top boxes—make substantial investments that are tied to using

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21  
22    <sup>8</sup>MaxLinear Signs Up to MoCA,  
23    [https://mocalliance.org/news/prM\\_110817\\_MaxLinear\\_Signs\\_Up\\_to\\_MoCA.php](https://mocalliance.org/news/prM_110817_MaxLinear_Signs_Up_to_MoCA.php)  
24    (last visited Sept. 21, 2023)

25    <sup>9</sup>MaxLinear, Inc., Joins MoCA Board of Directors ,  
26    [https://www.globenewswire.com/en/news-](https://www.globenewswire.com/en/news-release/2015/05/13/735634/7047/en/MaxLinear-Inc-Joins-MoCA-Board-of-Directors.html)  
27    [release/2015/05/13/735634/7047/en/MaxLinear-Inc-Joins-MoCA-Board-of-](https://www.globenewswire.com/en/news-release/2015/05/13/735634/7047/en/MaxLinear-Inc-Joins-MoCA-Board-of-Directors.html)  
28    [Directors.html](https://www.globenewswire.com/en/news-release/2015/05/13/735634/7047/en/MaxLinear-Inc-Joins-MoCA-Board-of-Directors.html) (last visited Sept. 21, 2023)

29    <sup>10</sup> Board of Directors, <https://mocalliance.org/about/board.php> (last visited Sept. 21, 2023)

30    <sup>11</sup> MoCA Completes Plugfest For 270 Mbps Home Nets over Coax - Converge Digest,  
31    <https://convergedigest.com/moca-completes-plugfest-for-270-mbps/> (last visited  
32    Sept. 21, 2023)

1 the standard. The costs associated with abandoning the previously-adopted standard  
2 in favor of an alternative may be completely infeasible for technical or economic  
3 reasons unrelated to the value of the underlying patented technology. As a result, the  
4 industry may become “locked in” to a standard.

5 526. SSOs, such as MoCA, have adopted policies to address the potential  
6 harms from lock-in of a standard, including the risk that patent holders can “hold up”  
7 users of the standard by taking advantage of their dependence on the standard. SSOs  
8 such as MoCA also adopt these policies to ensure that standard setting is pro-  
9 competitive and not open to abuse.

10 527. MoCA adopted such a policy. MoCA’s Intellectual Property Rights  
11 (“IPR”) Policy “applies to all Alliance Parties and their Affiliates (as defined  
12 below)[.]”<sup>12</sup> The IPR defines “Alliance Party(ies)” as “a Participant or a Voting  
13 Member.” One objective of MoCA’s IPR policy was to “maximize the likelihood of  
14 widespread adoption of such specifications.” MoCA IPR Policy § 1.

15 528. As to the rights and obligations, the MoCA IPR Policy requires each  
16 member to grant a license to “Essential Patent Claims” in Section 5.1.1: “[E]ach  
17 Alliance Party shall offer to license to the requesting Alliance Party(ies) . . . such  
18 Alliance Party’s and its Affiliates’ Essential Patent Claims to the extent necessary to  
19 use, make, have made, offer for sale, sell and import Fully Compliant Products in  
20 conformance with or as described in such Approved Draft Deliverable.” The MoCA  
21 IPR policy requires the license be fair, reasonable, and nondiscriminatory: “Such  
22 licenses shall be non-exclusive, non-transferable, non-sublicensable, world wide, and  
23 on fair, reasonable and nondiscriminatory terms and conditions (collectively,  
24 ‘RAND’) which may include defensive suspension provisions.” MoCA IPR Policy §  
25 5.1.1.

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26  
27 <sup>12</sup> MoCA IPR Policy, publicly available at [https://www.essentialpatentblog.com/wp-](https://www.essentialpatentblog.com/wp-content/uploads/sites/64/2013/05/MOCA-IPR-Policy-Approved-1_24_11.pdf)  
28 [content/uploads/sites/64/2013/05/MOCA-IPR-Policy-Approved-1\\_24\\_11.pdf](https://www.essentialpatentblog.com/wp-content/uploads/sites/64/2013/05/MOCA-IPR-Policy-Approved-1_24_11.pdf) (last  
visited Sept. 21, 2023)

1        529. The MoCA IPR Policy also includes an anti-circumvention clause.  
2 Specifically, the policy states: “Each Alliance Party further represents and warrants  
3 and agrees that it has not and will not intentionally transfer or otherwise encumber its  
4 patents that reasonably may contain Essential Patent Claims for the purpose of  
5 circumventing the obligation to grant licenses contained in this IPR Policy.” MoCA  
6 IPR Policy § 4.1.2. Should a transfer of “Essential Patent Claims” take place, the IPR  
7 Policy requires “any agreement for transferring or assigning Essential Patent Claims  
8 includes a provision that such transfer or assignment is subject to existing licenses  
9 and obligations to license imposed on the Alliance Party by this Agreement and the  
10 Alliance Bylaws.” MoCA IPR Policy § 5.1.2.

11        **COUNT I: DECLARATORY JUDGMENT THAT DISH CALIFORNIA IS**  
12        **ENTITLED TO LICENSE THE ASSERTED PATENTS FROM ENTROPIC**  
13        **ON RAND TERMS**

14        530. Counterclaim-Plaintiff Dish California incorporates and realleges the  
15 allegations set forth in Affirmative and Additional Defenses and Counterclaim  
16 Paragraphs 480-529, above, as if set forth fully herein.

17        531. Subject to the terms and conditions of the MoCA IPR Policy, Entropic  
18 and/or its predecessors-in-interest, including MaxLinear, made contractual  
19 commitments and are obligated to offer to Dish California and its affiliates, licenses  
20 to its essential patents on RAND terms and conditions if Entropic’s admission that  
21 the Asserted Patents are standard essential patents for at least one version of the  
22 MoCA standard is true. The MoCA IPR Policy states, “each Alliance Party shall offer  
23 to license to the requesting Alliance Party(ies), under the terms of a separate written  
24 agreement, such Alliance Party’s and its Affiliates’ Essential Patent Claims to the  
25 extent necessary to use, make, have made, offer for sale, sell and import Fully  
26 Compliant Products in conformance with or as described in such Approved Draft  
27 Deliverable. Such licenses shall be non-exclusive, non-transferable, non-sub-  
28 licensable, world wide, and on fair, reasonable[,] and nondiscriminatory terms and

1 conditions (collectively, ‘RAND’) which may include defensive suspension  
2 provisions.” MoCA IPR Policy § 5.1.1.

3 532. On information and belief, Entropic and MaxLinear are bound by the  
4 terms of Section 5.1.1 at least through the assignment of the Asserted Patents from  
5 Entropic Communications Inc. and MaxLinear under the MoCA IPR Policy, Section  
6 5.1.2. Section 5.1.2 states: “[a]ny sale, assignment or other transfer by an Alliance  
7 Party or its Affiliates to an unaffiliated third party of an Essential Patent Claim shall  
8 be subject to the terms in this IPR Policy. . . . [A]ny agreement for transferring or  
9 assigning Essential Patent Claims includes a provision that such transfer or  
10 assignment is subject to existing licenses and obligations to license imposed on the  
11 Alliance Party by this Agreement and the Alliance Bylaws.” MoCA IPR Policy §  
12 5.1.2.

13 533. Entropic Communications Inc. was, and MaxLinear is, an Alliance Party  
14 as that term is defined in Section 2 of the MoCA IPR Policy. MoCA IPR Policy § 2  
15 (“‘Alliance Party(ies)’ means a Participant or a Voting Member.”). Entropic  
16 Communications Inc. has acknowledged its obligation to comply with the RAND  
17 obligation in the MoCA IPR Policy. In its 2012 Annual Report it stated “[i]n  
18 connection with our membership in MoCA, we are required to license any of our  
19 patent claims that are essential to implement the MoCA specification to other MoCA  
20 members under reasonable and non-discriminatory terms.”

21 534. Entropic admits Entropic Communications Inc. is its predecessor-in-  
22 interest for the Asserted Patents. Compl. ¶ 17.

23 535. Although affiliates for Dish California withdrew from MoCA, Dish  
24 California retains its benefits under the MoCA IPR Policy including the right to a  
25 RAND license under § 5.1.1 as an affiliate. Specifically, subject to certain conditions,  
26 the MoCA IPR Policy provides, a former Alliance Party shall be entitled to request or  
27 require any Alliance Party to license such Alliance Party’s Essential Patent Claims  
28 under Section 5.1 (RAND Licenses)[.]” MoCA IPR Policy § 7.2. On information

1 and belief, the Dish California affiliate's withdrawal from MoCA was not  
2 "termination by the Alliance without cause as provided in the Bylaws," and therefore,  
3 Dish California retains the benefit of Section 7.2 of the MoCA IPR Policy.

4 536. Moreover, Entropic has alleged the Asserted Patents are essential to (i.e.,  
5 would necessarily be infringed by complying with) MoCA specifications. *See*  
6 Complaint at ¶¶ 93, 127, 161, 195, 229, 263, 297, 331, 365, 399, 433, 467. Entropic  
7 has also alleged Dish California's products are "MoCA-compliant" devices. *See*  
8 Complaint at ¶¶ 38-42. Consequently, Section 5.1.1 of the MoCA IPR Policy requires  
9 Entropic to offer Dish California licenses to the Asserted Patents on RAND terms and  
10 conditions if Entropic's admission that the Asserted Patents are standard essential  
11 patents for at least one version of the MoCA standard is true.

12 537. Entropic has not offered Dish California a license to the Asserted Patents  
13 on RAND terms and conditions.

14 538. As a result of the acts described in the foregoing paragraphs, there exists  
15 a substantial controversy of sufficient immediacy and reality to warrant the issuance  
16 of a declaratory judgment from this Court confirming Entropic's obligation to license  
17 the Asserted Patents on RAND terms and conditions.

18 **COUNT II: DECLARATORY JUDGMENT TO DETERMINE RAND**  
19 **TERMS FOR LICENSES TO THE ASSERTED PATENTS**

20 539. Counterclaim-Plaintiff Dish California incorporates and realleges the  
21 allegations set forth in Affirmative and Additional Defenses and Counterclaim  
22 Paragraphs 480-538, above, as if set forth fully herein.

23 540. As set forth above, by virtue of Entropic Communications Inc. and  
24 MaxLinear's participation in MoCA, Entropic and MaxLinear are bound by  
25 contractual commitments with MoCA and its members and affiliates including Dish  
26 California.

27 541. Every party using any MoCA technology is an intended beneficiary of  
28 Entropic Communications, Inc.'s, Entropic's, and MaxLinear's voluntary contractual



1 commitments to MoCA including the commitment to grant licenses on RAND terms  
2 to all that make, use, or sell products supporting the MoCA standards.

3 542. As set for above, Entropic has chosen to engage in litigation, rather than  
4 good faith negotiation to reach agreement on RAND terms and conditions for Dish  
5 California to license the Asserted Patents if Entropic's admission that the Asserted  
6 Patents are standard essential patents for at least one version of the MoCA standard  
7 is true.

8 543. Entropic has failed to provide Dish California with RAND terms and  
9 conditions for a license to the Asserted Patents.

10 544. As a result of the acts described in the foregoing paragraphs, there exists  
11 a substantial controversy of sufficient immediacy and reality to warrant the issuance  
12 of a declaratory judgment to this Court setting RAND terms for any necessary licenses  
13 to the Asserted Patents.

14 **COUNT III: DECLARATORY JUDGMENT THAT THE ASSIGNMENT OF**  
15 **THE ASSERTED PATENTS FROM MAXLINEAR TO ENTROPIC IS VOID**

16 545. Counterclaim-Plaintiff Dish California incorporates and realleges the  
17 allegations set forth in Affirmative and Additional Defenses and Counterclaim  
18 Paragraphs 480-544, above, as if set forth fully herein.

19 546. As set forth above, by virtue of Entropic Communications Inc. and  
20 MaxLinear's participation in MoCA, Entropic and MaxLinear are bound by  
21 contractual commitments with MoCA and its members and affiliates including Dish  
22 California.

23 547. One of those contractual commitments is that "[a]ny sale, assignment or  
24 other transfer by an Alliance Party or its Affiliates to an unaffiliated third party of an  
25 Essential Patent Claim shall be subject to the terms in this IPR Policy. . . . [A]ny  
26 agreement for transferring or assigning Essential Patent Claims includes a provision  
27 that such transfer or assignment is subject to existing licenses and obligations to  
28



1 license imposed on the Alliance Party by this Agreement and the Alliance Bylaws.”  
2 MoCA IPR Policy § 5.1.2.

3 548. As set forth above, Entropic Communications Inc. was, and MaxLinear  
4 is, an Alliance Party who transferred the Asserted Patents to Entropic, and therefore,  
5 Entropic and MaxLinear should be bound by the MoCA IPR Policy under MoCA IPR  
6 Policy § 5.1.2.

7 549. On information and belief, the assignments of the Asserted Patents from  
8 Entropic Communications Inc. directly or indirectly via MaxLinear to Entropic do not  
9 contain “a provision that such transfer or assignment is subject to existing licenses  
10 and obligations to license imposed on the Alliance Party” as the MoCA IPR Policy  
11 requires. MoCA IPR Policy § 5.1.2. Moreover, as set forth above, Entropic’s failure  
12 to offer a license to the Asserted Patents on RAND terms and conditions to Dish  
13 California reflects Entropic’s belief that it is under no obligation to do so.

14 550. Every party using technology contained within the MoCA standards is  
15 an intended beneficiary of Entropic Communications, Inc.’s, Entropic’s, and  
16 MaxLinear’s voluntary contractual commitments to MoCA, including the  
17 commitment to grant licenses on RAND terms to all that make, use, or sell products  
18 supporting the MoCA standards as well as to include provisions binding future  
19 assignees to the same commitment.

20 551. As a result of the acts described in the foregoing paragraphs, there exists  
21 a substantial controversy of sufficient immediacy and reality to warrant the issuance  
22 of a declaratory judgment voiding the assignment of the patents to Entropic.

23 **COUNT IV: BREACH OF MAXLINEAR’S AND ENTROPIC’S RAND**  
24 **CONTRACTUAL COMMITMENT**

25 552. Counterclaim-Plaintiff Dish California incorporates and realleges the  
26 allegations set forth in Affirmative and Additional Defenses and Counterclaim  
27 Paragraphs 480-551, above, as if set forth fully herein.

1 553. Dish California by virtue of its affiliation with EchoStar, a founding  
2 member of MoCA in 2004, Dish California is a beneficiary of the MoCA IPR Policy.

3 554. For the reasons stated above, on information and belief, Entropic and  
4 MaxLinear are bound by the MoCA IPR Policy.

5 555. Under the MoCA IPR Policy, on information and belief, Entropic and  
6 MaxLinear were contractually obligated to offer Dish California such a license on  
7 RAND terms and conditions upon receipt of such a request rather than file or maintain  
8 a lawsuit if Entropic's admission that the Asserted Patents are standard essential  
9 patents for at least one version of the MoCA standard is true.

10 556. Without making a RAND licensing offer to Dish California, Entropic  
11 filed this lawsuit against Dish California on February 10, 2023, alleging that Dish  
12 California infringes twelve patents that Entropic alleges are essential to at least one  
13 MoCA standard.

14 557. Entropic's filing of the instant lawsuit and attempt to recoup damages  
15 under 35 U.S.C. §§ 284 and 285, without offering to license the Asserted Patents to  
16 Dish California on RAND terms and conditions, is a material breach of the MoCA  
17 IPR Policy.

18 558. Due to Entropic's and MaxLinear's breach of the MoCA IPR Policy,  
19 Dish California has suffered damages in the form of costs and expenses associated  
20 with litigation and diminution of reputation in the marketplace.

21 559. Dish California is entitled to recover these damages, as well as any  
22 additional relief that may be appropriate or required to address Entropic's and  
23 MaxLinear's breaches.

24 **COUNT V: MAXLINEAR'S AND ENTROPIC'S FRAUD AND NEGLIGENT**  
25 **MISREPRESENTATION**

26 560. Counterclaim-Plaintiff Dish California incorporates and realleges the  
27 allegations set forth in Affirmative and Additional Defenses and Counterclaim  
28 Paragraphs 480-559, above, as if set forth fully herein.

1        561. On information and belief and as set forth above, Entropic  
2 Communications Inc. and MaxLinear represented to the members of MoCA and their  
3 affiliates—including Dish California—that they would license the Asserted Patents  
4 under RAND terms and conditions and ensure any future owners of the Asserted  
5 Patents would be obligated to offer licenses under RAND terms and conditions.

6        562. Entropic Communications Inc.’s and MaxLinear’s representations to that  
7 effect were false as shown by Entropic’s failure to offer Dish California a license to  
8 the Asserted Patents under RAND terms. On information and belief, Entropic  
9 Communications Inc. and MaxLinear knew their representations were false at the time  
10 such representations were made or such representations were made recklessly and  
11 without regard for the truth of such representations. On information and belief,  
12 Entropic Communications Inc. and MaxLinear had no reasonable grounds for  
13 believing the representation was true when it was made.

14        563. On information and belief, Entropic Communications Inc. made this  
15 representation intending Dish California to rely on the representation, and Dish  
16 California, in fact, relied on this representation as shown by its affiliation with a  
17 MoCA member and incorporation of certain MoCA technology in its products.

18        564. Entropic Communications Inc.’s representation harmed Dish California  
19 at least due to the significant cost of the instant litigation which may have been  
20 avoided if Entropic offered Dish California a license to the Asserted Patents under  
21 RAND terms and conditions.

22        565. On information and belief, Entropic is the successor to Entropic  
23 Communications Inc. and MaxLinear such that recognition of the fiction of separate  
24 corporate existence would foster an injustice and that Entropic may be deemed liable  
25 for the obligations of Entropic Communications Inc. and MaxLinear including the  
26 fact that at least one purpose of the assignment of the Asserted Patents was for  
27 escaping the obligations to offer a license under RAND terms.

1 566. Due to Entropic's and MaxLinear's fraud and negligent  
2 misrepresentations, Dish California has suffered damages in the form of costs and  
3 expenses associated with litigation and diminution of reputation in the marketplace.

4 567. Dish California is entitled to recover these damages, as well as any  
5 additional relief that may be appropriate or required to address Entropic's and  
6 MaxLinear's tortious conduct.

7 **COUNT VI: CIVIL CONSPIRACY BETWEEN AND AMONG MAXLINEAR**  
8 **AND ENTROPIC**

9 568. Counterclaim-Plaintiff Dish California incorporates and realleges the  
10 allegations set forth in Affirmative and Additional Defenses and Counterclaim  
11 Paragraphs 480-567, above, as if set forth fully herein.

12 569. On information and belief, Dish California was harmed by a conspiracy  
13 between and among Entropic, MaxLinear, Entropic Communications Inc., Exar  
14 Corporation, Excalibur Acquisition Corporation, Excalibur Subsidiary, LLC, and any  
15 other predecessors-in-interest to the Asserted Patents (collectively, "Conspirators")  
16 for inducing breach of contract, fraud, and/or negligent misrepresentation.

17 570. On information and belief, the Conspirators had actual knowledge of the  
18 planned tort of inducing breach of contract, fraud, and/or negligent misrepresentation  
19 and concurred in the tortious scheme with knowledge of its unlawful purpose.

20 571. For the reasons set forth above, (a) a valid contract between the Entropic  
21 Communications Inc. and the members of MoCA and their affiliates—including Dish  
22 California—existed, (b) Entropic and the Conspirators had knowledge of this  
23 contract; (c) the Conspirators committed intentional acts designed to induce a breach  
24 or disruption of the contractual relationship by failing to offer Dish California a  
25 license to the Asserted Patents under RAND terms and conditions and failure to  
26 require assignments of the Asserted Patents to include a provision under MoCA IPR  
27 Policy § 5.1.2; (d) actual breach or disruption of the contractual relationship occurred  
28 through Entropic's failure to offer Dish California a license to the Asserted Patents

1 under RAND terms and conditions and failure to include a provision under MoCA  
2 IPR Policy § 5.1.2; and (e) damages to Dish California have occurred at least through  
3 the expense of fees and costs of this litigation and reputational harm.

4 **COUNT VII: DECLARATORY JUDGMENT THAT THE ASSERTED**  
5 **PATENTS ARE UNENFORCEABLE AGAINST DISH CALIFORNIA**

6 572. Counterclaim-Plaintiff Dish California incorporates and realleges the  
7 allegations set forth in Affirmative and Additional Defenses and Counterclaim  
8 Paragraphs 480-571, above, as if set forth fully herein.

9 573. The Asserted Patents are unenforceable against Dish California because  
10 of estoppel, laches, waiver, unclean hands, patent exhaustion, implied license, and/or  
11 other equitable doctrines. Entropic Communications, Inc., Entropic and MaxLinear  
12 engaged in standards-setting misconduct, including without limitation Entropic's  
13 breach of its commitments to license any essential patents on RAND terms rendering  
14 the Asserted Patents unenforceable if Entropic's admission that the Asserted Patents  
15 are standard essential patents for at least one version of the MoCA standard is true.

16 574. As set forth above, Entropic has chosen to engage in litigation rather than  
17 good-faith negotiation to reach agreement on RAND terms and conditions for Dish  
18 California to license the Asserted Patents.

19 575. Entropic has failed to provide Dish California with RAND terms and  
20 conditions for a license to the Asserted Patents.

21 576. As a result of the acts described in the foregoing paragraphs, there exists  
22 a substantial controversy of sufficient immediacy and reality to warrant the issuance  
23 of a declaratory judgment to this Court holding the Asserted Patents are unenforceable  
24 against Dish California.

25 **DEMAND FOR JURY TRIAL**

26 577. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Dish  
27 California demands a trial by jury on all issues so triable.  
28

**PRAYER FOR RELIEF**

WHEREFORE, Dish California prays that:

- A. Entropic take nothing by way of its Complaint and the same be dismissed with prejudice;
- B. All damages, costs, expenses, attorneys' fees, or other relief sought by Entropic be denied;
- C. Judgment be entered that each asserted claim of Entropic's Asserted Patents is invalid and/or unenforceable;
- D. Judgment be entered that each of the asserted Entropic U.S. patents declared by it to be essential to the MoCA Standards is unenforceable;
- E. Judgment be entered establishing that Dish California is entitled to any necessary license to Entropic's Asserted Patents on RAND terms;
- F. Judgment be entered establishing the terms of any necessary RAND license to the Entropic's Asserted Patents;
- G. Judgment be entered voiding any assignment of Entropic's Asserted Patents to Entropic;
- H. The Court grant injunctive relief and/or specific performance of the MoCA IPR Policy requiring that Entropic make available to Dish California a license to the Asserted Patents on RAND terms;
- I. Judgment be entered that Entropic has breached its RAND contractual commitment;
- J. Judgment be entered that Dish California has not infringed, contributed to the infringement of, or induced others to infringe, either directly or indirectly, any valid or enforceable claims of Entropic's Asserted Patents, willfully or otherwise;
- K. Judgment be entered awarding Dish California damages and pre-judgment and post-judgment interest for Entropic's breaches of its RAND obligations on Entropic's Asserted Patents;



- 1 L. Judgment be entered awarding Dish California damages and pre-judgment  
2 and post-judgment interest for Entropic's breaches of its RAND obligations  
3 on Entropic's Asserted Patents;
- 4 M. Judgment be entered as the Court finds necessary to redress injury to Dish  
5 California including, but not limited to, disgorgement of ill-gotten monies  
6 from Entropic and MaxLinear's for their breaches of RAND obligations;
- 7 N. Judgment be entered for Dish California for recovery for Entropic's fraud,  
8 negligent misrepresentation, as well as any additional relief that may be  
9 appropriate or required to address Entropic's tortious conduct;
- 10 O. Judgment be entered for Dish California for recovery for MaxLinear's  
11 fraud, negligent misrepresentation, as well as any additional relief that may  
12 be appropriate or required to address MaxLinear's tortious conduct;
- 13 P. Judgment be entered holding Entropic and MaxLinear liable for the tortious  
14 conduct of Entropic Communications Inc., MaxLinear Communications  
15 LLC, MaxLinear Inc., Exar Corporation, Excalibur Acquisition  
16 Corporation, and Excalibur Subsidiary, LLC;
- 17 Q. Judgment be entered that the Asserted Patents are Unenforceable Against  
18 Dish California;
- 19 R. Judgment be entered finding that this is an exceptional case under 35 U.S.C.  
20 § 285;
- 21 S. The Court grant Dish California all reasonable attorneys' fees, experts' fees,  
22 and costs; and
- 23 T. The Court grant Dish California such further relief as the Court deems  
24 proper and just.
- 25  
26  
27  
28



1 Dated: September 21, 2023

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